



Nick and Emily Ramirez’s home was engulfed in flames on Wednesday, Jan. 4, 2012

Photos by Rosemary Stephens

Family survives fire, home destroyed

By Rosemary Stephens, Editor-in-Chief

The last thing Emily Bushyhead Ramirez dreamed of on her 74th birthday was standing in the road watching her home of 42 years burn to the ground.

But that is exactly what happened.

On Jan. 4, 2012 at approximately 6:30 p.m., Emily awoke from her nap on the living room couch thinking she smelled a pot burning on the stove.

“Nick had taken me out for my birthday and when we got home I laid down for a minute and must of dosed off ... when I woke up I thought Freddie had left a pot on the stove so I got up to go to the

kitchen. When I turned around and looked back toward the living room I saw a glow coming through the blinds,” Emily said. “I started yelling for Freddie and before I even knew it our house was engulfed in flames ... but ... we are all alive, our dogs ... we are all alive and that’s what really matters.”

Emily, her husband Nick and son Freddie were all in the home located at 1017 W. Woodson in El Reno, Okla.

Nick said he tried to put the fire out but was pulled away.

El Reno Firefighters arrived shortly after they received an

alarm at approximately 6:55 p.m. A crew from the Federal Correctional Institution and a crew from Richland also assisted them. The crews battled the flames until finally extinguishing the fire at approximately 10:30 p.m.

Emily’s car parked next to the home and all their belongings were destroyed.

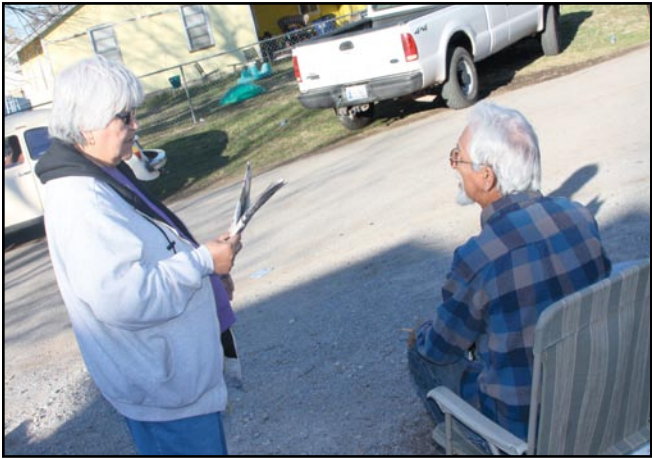
The Deputy Fire Chief, David Good said the cause of the fire appeared to be an electrical short in the Christmas lights that hung along the Ramirez’s front porch.

Friends and family gathered around Nick and Emily on Thurs-

day morning to begin the slow and long process of salvaging whatever items not destroyed by the smoke, fire and water.

“I know its unlivable and it can’t be fixed but we can still walk in there and hear the laughter and relive all those times we spent in that home during Holidays, birthdays ... and when they tear it down it will all be gone ... it will be real,” Anita Greenwalt, Nick and Emily’s daughter said.

If individuals would like to donate furniture or clothing to the Ramirez family, please contact Anita at (405) 243-8518.



Emily and Nick Ramirez take a minute to rest and share a quiet moment together.

Christian Gorham named Native American Male Student of the Year.

Photo by Rosemary Stephens

Christian Gorham

Cheyenne and Arapaho tribal member, Christian Gorham, was chosen as the “Most Outstanding Native American Male Student” during the 2012 Oklahoma City annual powwow.

Gorham was honored during Grand Entry on Saturday, Jan. 7, 2012 at the Oklahoma City Fairgrounds. He was awarded \$100.

Yellowman named chairperson of repatriation committee

Submitted article

Cheyenne Chief, Gordon Yellowman was nominated and unanimously elected as the Committee Chair for the Smithsonian’s Native American Repatriation Review Committee.

At the committee’s meeting held Dec. 12-13, 2011 in Washington, D.C., the committee confirmed Yellowman’s nomination to serve one year as the Committee Chairperson.

Nominated individuals have to be confirmed by the committee prior

to elections.

Yellowman is a member of the Cheyenne and Arapaho Tribes of Oklahoma and currently serves as the Cheyenne and Arapaho Language Program Director in the Department of Education.

For information on the Native American Repatriation Review Committee contact Yellowman at (405) 422-7729.



Cheyenne Chief Gordon Yellowman

Cheyenne and Arapaho Tribal Tribune
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Member Oklahoma Press Association
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“2011 Native American Journalist Association First & Second Place Award Winners”
NAJA

A Message from Cheyenne and Arapaho Gov. Janice Prairie Chief-Boswell

Happy New Year!

The Cheyenne and Arapaho tribes are on a new way forward in 2012. Based on mutual interests and respect for our tribal members and families we will continue to make progress and move forward to prosperity throughout this New Year.

Our tribes have been trampled with some who cling to power through corruption and deceit, however I am willing to extend my hand in peace to these other factions, if they are willing to unclench their fists.

We have had many discussions, strategic meetings and have set goals on how to constructively move the Cheyenne and Arapaho tribes forward into peace and prosperity. We want to work together to bring our tribes into the positive spotlight and showcase the many accomplishments of our tribal members, tribal employees and tribal programs.

We are committed to working as partners with all of our tribal members to accomplish these goals in 2012.

Currently the West Wind Energy, Cheyenne and Arapaho Wind Project have successfully posted one turbine and is in full power. The turbine is located across the street from the main tribal complex at 100 Red Moon Circle in Concho, Okla.

Our Lucky Star Casinos have continued to expand their customer base. 2011 saw the addition of our fifth casino located in Hammon. We are excited to see what 2012 holds for Lucky Star Casinos across Western Oklahoma. They are a vital presence in the communities in which they're located. Lucky Star's customers had a lucky year with many grand prizes. The large promotions brought in more people than we have seen at the facilities in the past years.

We, as a tribe are pushing for a change in the current Oklahoma Child Abuse laws/penalty phase as a result of the death of one of our own, 2 year old Naomi White-



crow. This is an ongoing campaign and one which I strongly support.

Also, a portion of the Concho School received a facelift for the relocation of our Education Department from El Reno back to our main tribal headquarters.

We are also excited about the upcoming premiere of Oklahoma's first tribally owned television station. Our CATV transmitter shelter and offices are complete and experienced personnel have been brought on board to begin the broadcasting sometime in the Spring of 2012.

Sadly, the end of 2011 brought all of our tribal members together through the loss of loved ones and tragedies, showing us, once again, the bond that we all have together as Cheyenne and Arapaho people.

We will continue to climb. I believe it is possible for us to do whatever we choose, if first we get to know who we are, are willing to work hard and have faith in a power greater than ourselves ... the possibilities are endless.

May you all be blessed every day throughout this New Year and I look forward to continuing to serve each and every one of you.

Trading, selling Native American goods

The beginning of Dean's Drive Thru Pawn Shop in Oklahoma City started with a family loan in 1968.

"My father Dean Fisher was infatuated with pawn shops. I was four years old when my dad started a pawn shop business," Brett Fisher, current owner of Dean's Pawn Shop said.

Fisher grew up in Bethany, Okla. with his mom, Linda and father, but lived in Dallas, Texas for a short period of his early life.

"My father asked for a five thousand dollar loan from his mother Inez Baker who lived in Enid, Okla. She thought my dad was crazy since he had just bought a new home and had a great job in Dallas, so he asked to borrow the money from her dad, Claude Owen, and my great-grandfather loaned him the money. My dad paid him back within one year," Fisher said. "The original shop was located on Harvey, just right around the corner from where we are now ... we were at that location for nine years."

Fisher said he remembered one summer he and his family went on vacation to Six Flags in Texas where his father saw a drive thru pawnshop.

"He thought that was just the coolest thing, so when we got back from vacation, my dad bought this place, the location we are at now, it use to be a Goodyear Tire store," Fisher said. "We were the first drive thru pawn shop in Oklahoma City and still are, also the oldest pawn shop in Oklahoma."

Fisher said he worked part time with his father growing up.

"I would work summers, weekends and fill in when my dad needed me to," Fisher said. "My father decided to purchase another store in

Shawnee, Okla.,"

Fisher said that was when, Dean's got involved in dealing with Native American goods.

"My father purchased Cooper's Pawn Shop over the phone when I was thirteen," Fisher said. "We hired a man by the name of Bobby Lorenz, he ran it for us for nine years."

Fisher said his mother and father realized that the hand made goods that the local American Indians brought in for a loan or to sell was of great worth out in the Southwest part of the United States.

"My mom decided to take the hand made goods that were in the shop to Arizona and trade with the silver smiths, for the bead work and blankets that were made here in Oklahoma, she would bring the silver back and put it up in our display to sell," Fisher said. "Hardly anyone would do business with Native Americans back then, but we would and still do. The items we have are unique, of good quality and made by hand."

Fisher said that Dean's has been advertising with the *Cheyenne and Arapaho Tribal Tribune* for over six years and he also advertises with other Native American newspapers and magazines.

"We get a lot of business, especially around powwow season," Fisher said. "Nowadays it is a lot different than when my father and mother were running the pawn shop, now we have the internet, I began noticing a change in the flow of people coming into the shop. One day I decided to see how well we would do online, we started an eBay account and uploaded photos of some of our items for sell. The advanced technology now has us ship-



Photo by Rebecka Lyman

Brett Fisher, owner and operator of Dean's Drive-Thru Pawn Shop in Oklahoma City.

ping Native American goods all across the country and even over seas."

Fisher said he is grateful for his long time employees, and that today he is only running the one Pawnshop on Robinson, in Oklahoma City.

The shop also has United States Postal office inside of it.

Fisher said they are open when the Oklahoma City Post Office is not on the holidays, so that their customers can get their shipping and mailing needs taking care of.

"I have four dedicated employees and I am proud to have them working by my side, Mark McWilliams has been with me for 20 yrs., Rene Herrera, 10 yrs, Cruz Ibarra, five years and Fermine Salazar also five years," Fisher said.

For more information about Dean's Drive Thru Pawn Shop call (405) 239-2774. The store is located at 2617 South Robinson Avenue, Oklahoma City, Okla. or visit the Website at www.deanspawn.com.

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CHEYENNE & ARAPAHO LANGUAGE PROGRAM SEEKING LANGUAGE SPEAKERS





CHEYENNE & ARAPAHO TRIBES EDUCATION DEPARTMENT

The Language Program is coordinating efforts to identify individuals and develop a registry of names of individuals who speak and understand the Cheyenne and the Arapaho languages, fluency is not required. Anyone with a concern for the Cheyenne and Arapaho languages can make a difference. It is critical that the Language Program begins to identify these individuals who can speak and understand the languages in an effort to retain and maintain the languages. In this registry process of named individuals we can begin to respectfully work with language speakers who are vital key components in the revitalization and retention of languages.

The Language Program is also recruiting interested individuals to voluntarily serve on a language board to assist in developing a long-range strategic plan for revitalizing and preserving both the Cheyenne and the Arapaho languages.

Please contact Language Director Gordon Yellowman at (405) 422-7729 with names of individuals who speak the Cheyenne and the Arapaho languages and individuals who have something to contribute to this process of preserving our languages, culture and heritage.

Contact Gordon Yellowman, Language Director (405) 422-7729 gyellowman@c-a-tribes.org

Search for the world’s coolest Indian

By Wilhelm Murg, Indian Country Today Media Network

The Last Full Blood Powwow, as it is tentatively titled, is the first book by Steven Judd, Kiowa/Choc-taw. An unconventional work, it will be a collection of short stories by Native writers, tied together in one main narrative that Judd himself will compose.

Sounds pretty interesting. But *The Last Full Blood Powwow* is merely the latest in a series of endeavors by one of the busiest Native creative types you are ever likely to meet. Over the course of just a few years, Judd has been an actor, a respected painter, and a filmmaker. He has directed the music video for *The Storm*, by Doc and Spencer Battiest, Seminole, and is working on a project with the band Godsmack.

As we said, he’s busy. A native of Lawton, Oklahoma, Judd studied at Haskell Indian Nations University in Lawrence, Kansas. His working life began with small acting parts, like a shooting victim on the TV show *America’s Most Wanted*. But he soon realized he wanted to make movies. So Judd and his high school friend Tvli Jacob—now his partner in other projects—wrote and shot a drama on video. Set in their native Oklahoma, American Indian Graffiti is a story about the intertwined lives of four Natives.

At that point, serendipity entered the picture. “Chris Eyre was traveling with his movie *Skins* at the time, he appeared at the University of Oklahoma,” Judd recalls. “We just gave him a copy of American Indian Graffiti, like ‘Here, dude, we made a movie.’ A couple of weeks later he called me up and said we had some talent. That was pretty much validation for us. Eyre is like the Native American

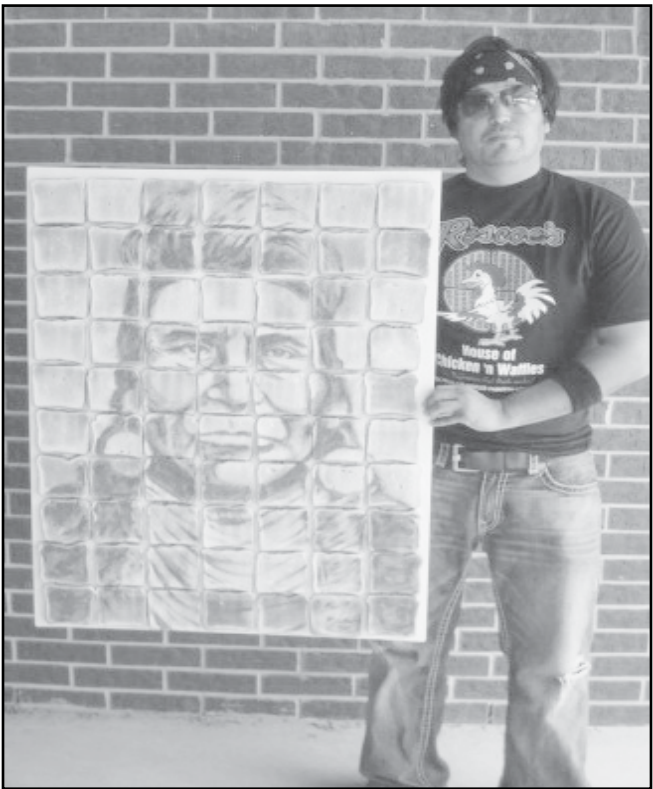
Spike Lee. His film, *Smoke Signals* was a big influence on me.” Judd acknowledges that at that stage, he still had a lot to learn. “American Indian Graffiti was my film school; that’s where I learned what works and what doesn’t work. But it has so many problems, I would never want to watch it now. That’s something to pull out for a retrospective one day.”

Judd and Jacob traveled around to festivals and screenings with the film for a while. But Judd’s life changed when he heard about the Disney/ABC Writing Program, in which aspiring writers compete to become salaried television writers. Judd won with a script for the sitcom *My Name Is Earl*, and moved to Los Angeles to become a staff writer on Disney XD’s *Zeke and Luther*.

“I went from working at a bingo hall one minute to working in a writers’ room in L.A.” he recalls. “It was so surreal.”

After Zeke and Luther ended, Judd and Jacob won a contest for their script “Search for the World’s Best Indian Taco”; the short was made with money from a friend. It went on to win best narrative at the Santa Fe Indian Market and was named the North American Indigenous Image Award’s 2011 outstanding short.

Judd premiered in *Neil Discovers the Moon*, a very different sort of short, at the imagineNATIVE Film + Media Arts Festival in October. The film is a one-minute claymation re-imagining of Neil Armstrong’s moon landing; in Judd’s version, Armstrong encounters a Native girl as he’s making his famous statement about one giant leap for mankind. “I had a



Courtesy photos
Portrait of Chief Joseph painted on toast by Steven Judd.

digital camera I bought off of Craigslist, and I wanted to see if I could make something in the living room,” Judd recalls.

More than an experiment, the film was intended to educate. “I do a lot of workshops for kids, and I thought, What can I make right now without any money? ... I made it to show kids that you could make a movie with just a digital camera.”

But Judd’s biggest recent film project has been a feature; back in January 2010, he got a call from first-time director Korinna Sehringer. “She had a script based on a play, and she asked if Tvli and I wanted to rewrite it and make it a Native family,” he says. “So we did, and it started shooting by the end of April. It was super fast. The cast is like the *Ocean’s Twelve* of Native film: Tantoo Cardinal and Rodney Grant from *Dances With Wolves*; Gil Birmingham and Chaske Spencer

from *The Twilight Saga*; and Q’orianka Kilcher from *The New World*. It’s about a writer from a reservation who goes to L.A. and writes a tell-all book about his family and it’s a best-seller; 10 years later his mother gets sick and he has to come back home and repair his relationships.”

The film, *Shouting Secrets*, premiered at the American Indian Film Festival in San Francisco in November, and won the award for best feature.

Judd has always loved film and television, he says, but with a proviso: He has always wanted to see more Indian people on the screen. “I was at Haskell when *Pulp Fiction* came out, and we loved it—but I wish we could have had Indian people in that movie. They would have cool lines, and we would be repeating stuff they were saying.”

Pulp Fiction and other Tarantino films—as well as

See *World’s coolest Indian*, page 6

Impact Aid grant benefits Native American students

Impact Aid is a grant that schools receive for children who are federally connected. They may be children of members of the uniformed services, children who live on Indian lands, children who live on federal property or federally subsidized low rent housing, and children whose parents work on federal property.

Schools are required to possess an “Indian Policies and Procedures” relating to children residing on Indian lands. You as an Indian parent have the opportunity to provide input as to whether Indian children participate on an equal basis with non-Indian children in the educational programs and activities provided by school districts.

Schools can usually use these funds as they

see fit, however, schools must abide by the Indian Policies and Procedures in order to receive these funds.

Parental participation in your child’s education is critical. This is one way you can become involved in the educational process of your child.

Indian Policies and Procedures Section 8004-Indian Policies and Procedures Relating to Children Residing on Indian Lands states any LEA that claims children residing on Indian lands for the purpose of receiving funds under section 8003 must establish Indian policies and procedures (IPPs) to ensure that the LEA meets the following requirements:

1. Give the tribal officials

See *Grant*, page 5



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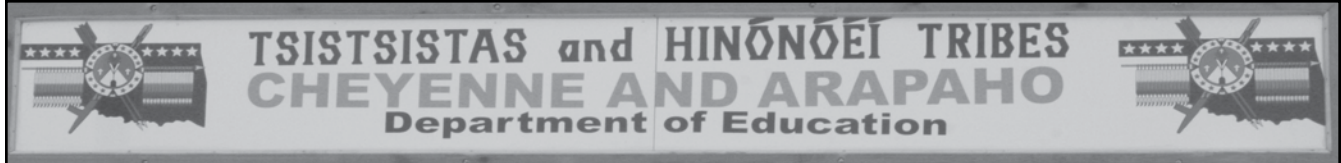
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Education takes steps for future

By Teresa Dorsett, Education Executive Director

The Cheyenne and Arapaho Tribes Education Department (CADOE) wishes you a Happy and Prosperous New Year.

Education staff has had a productive year in 2011 and have made great strides in expanding our Outreach component within our educational goals. We are very excited about the many programs we have scheduled for the upcoming year. We want to take the opportunity to share with you valuable information pertaining to current educational issues and information about other projects the Education Department is involved in.

The Education Department has moved to our new home back at Concho in a renovated wing of the Old Concho School. We are located right next to the community center and are enjoying the new facility.

One major accomplishment this past year was the awarding of a Department of Justice grant made to CADOE. This three year grant will provide resources for Native-centered after-school programs within the communities of Canton, Clinton, El Reno, Geary and Hammon. The after school programs will utilize a Native-American specific curriculum. The curriculum is provided by Futures For Children out of Albuquerque, N.M. The program will accommodate between 20 and 25 tribal students in each community.

Participants will be engaged in leadership opportunities, cultural awareness and education, peer mentoring, tutoring and other valuable initiatives aimed at high school completion but most importantly encouraging students to become active learners and leaders within the Native community.

Depending upon the number of Native students at each school the primary focus for this program is 7-9th graders. The after school programs will start the third week in January and the Education Department is looking for volunteers to help with the program. If you are interested please contact the Education Department at (405) 422-7568. Background checks will be ran on all potential volunteers.

This past July, CADOE held the first annual Native Youth Empowerment Camp. We had over 100 tribal students participate in the camp that was held at Southwestern Oklahoma State University (SWOSU) in Weatherford, Okla. Students were engaged in cultural awareness presentations, workshops geared around education and personal development topics, physical fitness activities, and guest speakers. A youth dance and 3-on-3 basketball tourney was also enjoyed by the participants. This year's camp is being scheduled for

June 18-21, 2012, at SWOSU in Weatherford. Information and applications will be forthcoming.

Indian Education is being addressed on a state and federal level as well, more so than any other time in history. The State of Oklahoma passed HB 2929 which authorizes the establishment of an Oklahoma Advisory Council on Indian Education. This Council has been meeting over the past year to address, on a state level, Indian education issues within the state of Oklahoma. Below is an excerpt of the law:

“The purpose of the Oklahoma Advisory Council on Indian Education Act is to recognize the unique relationship that Oklahoma enjoys with the Indian tribes located within the state and how Native Americans and Indian tribes play a pivotal role in the educational system of the state in light of this special relationship. The further purpose of the act is to establish the Oklahoma Advisory Council on Indian Education. The purpose of creating the Council is to promote equitable and culturally relevant learning environments, educational opportunities and instructional material for Native American students enrolled in the public schools of the state. Because of the number of Native American students enrolled in public schools in the state, this objective will positively affect the educational success of all public school students and encourage further government-to-government cooperation between the State of Oklahoma and the sovereign Indian tribes located in Oklahoma.”

In addition, President Obama recently signed an Executive Order pertaining to Indian Education nation wide. Below is an excerpt from this Executive Order:

“The United States has a unique political and legal relationship with the federally recognized American Indian and Alaska Native (AI/AN) tribes across the country, as set forth in the Constitution of the United States, treaties, Executive Orders, and court decisions. For centuries, the Federal Government’s relationship with these tribes has been guided by a trust responsibility -- a long-standing commitment on the part of our Government to protect the unique rights and ensure the well-being of our Nation’s tribes, while respecting their tribal sovereignty. In recognition of that special commitment -- and in fulfillment of the solemn obligations it entails -- Federal agencies must help improve educational opportunities provided to all AI/AN students, including students attending public schools in cities and in rural areas, students attending schools operated and funded by the Depart-



ment of the Interior’s Bureau of Indian Education (BIE), and students attending postsecondary institutions, including Tribal Colleges and Universities (TCUs). This is an urgent need. Recent studies show that AI/AN students are dropping out of school at an alarming rate, that our Nation has made little or no progress in closing the achievement gap between AI/AN students and their non-AI/AN student counterparts, and that many Native languages are on the verge of extinction.”

We all must do our part to ensure a quality education for our Indian students. As parents or guardians of our tribal youth, you are called upon to be an advocate and a champion in addressing the educational needs of your children. This can be as simple as getting them to school on time and making sure they are completing their homework.

Education is important. We realize that college isn’t for everyone but we do have the expectation that our tribal students are capable of graduating from high school and moving on with some type of higher education, whether it is college, vocational training, or other forms of self-improvement. Encourage your student to work hard and explain to them why a good education is important.

The Education Department is here to act as an advocate for our tribal students and parents so please let us know how and when you are in need of our assistance. With limited resources we are making outreach programs and activities our number one priority in an effort to reach more parents, students, schools and communities, and strengthen the collaboration among all involved in the education of our students.

Relationships are vital, as we must learn to accept each other and appreciate each other for our differences and our sameness.

Powwows & Events CALENDAR

Memorial Contest Dance in Honor of Clara Whiteshield Flying Coyote

Jan. 21, 2012 at the Concho Community Center in Concho, Okla. Gourd dance at 1 p.m. Supper at 5 p.m. Paint ceremony before dance. All vendors welcomed.

Cheyenne and Arapaho American Legion Post 401 Meeting

Jan. 26, 2012 at the Clinton Nutrition Center in Clinton, Okla. Meeting begins at 6 p.m. Elections for new officers and the Women’s Auxillary will be on the agenda. All veterans and tribal members are invited. For more information email Ramona Welch at welch.ramona99@yahoo.com.

Benefit Dance-Native American Church Cheyenne Chapter 1

Jan. 28, 2012 at the Watonga Multipurpose building in Watonga, Okla. Gourd dance at 3 p.m. Supper at 5 p.m. Tiny Tot contest winner take all, sponsored by the Barcindebar family. All vendors welcomed with donated item for raffle. For more information contact Wendy Haag at (405) 274-3295 or Charlie Haag at (405) 205-6622.

Gathering of First Nations

Jan. 28, 2012 at the Oregon State Fairgrounds Pavillion in Salem, Oregon. For more information call (800) 922-1399, email bevy@ctsi.nsn.us or visit www.ctsi.nsn.us.

Thunder on the Beach Powwow

Feb. 17, 2012 at the Indian Rivery County Fairgrounds in Vero Beach, Fla. For more information call (772) 567-1579, email deedee1579@aol.com or visit www.thunderonthebeachpowwow.net.

Lucky Star Casino presents Loretta Lynn

Feb. 18, 2012 at the Lucky Star Event Center in Concho, Okla. Doors open at 7 p.m. Show begins at 8 p.m. Tickets are available at the casino box office. Call (405) 262-7612 or visit www.luckystarcasino.org.

Denver March Powwow

March 23-25, 2012 at the Denver Coliseum in Denver, Colo. For more information visit www.denvermarchpowwow.org.

Cheyenne and Arapaho Tribes 2012 Department of Education Community Outreach Meetings “WIN A BIG SCREEN TV”

ALL MEETINGS BEGIN AT 6 P.M.

Jan. 11-Canton High School-Pink Rm.
Jan. 18-Hammon School Cafeteria
Jan. 19-El Reno Etta Dale Cafeteria
Jan. 25-Geary Elementary School Cafeteria
Feb. 1-Clinton High School Cafeteria
Feb. 8-Watonga Middle School Cafeteria
Feb. 15-Weatherford/Thomas Middle School Cafeteria
Feb. 22-Seiling School Cafeteria
Feb. 29-OKCPS Administration Building Auditorium, 900 N. Klein, Oklahoma City
March 7-Kingfisher High School Cafeteria

In an effort to promote these Education meetings and get parents involved each adult attending the meeting in your community will receive one ticket for a chance to win a big screen TV. The drawing will be held in March after the final Education community meeting and the winner will be notified.

Cheyenne and Arapaho Tribes Department of Education After School Programs

Canton High School

Counselor: Billie Sutton Contact: (405) 227-7684
First Meeting Date: Jan. 17-Students 3:30 p.m. and Parents 5:30 p.m.

Location: Canton High School Pink Room

Clinton High School

Counselor: Houston Willey Contact (580) 331-2340
First Meeting Date: Jan. 17, Students 3:30 p.m. and Parents 5:30 p.m.

Location: Clinton High School

El Reno High School

Counselor: Mahgan Miles Smith Contact (405) 422-7768
First Meeting Date: Jan. 17, Students 3:30 p.m. and Parents 5:30 p.m.

Location: Etta Dale Jr. High School Cafeteria

Geary High School

Counselor: Marshall Medicinebear
Contact (405) 200-6200
First Meeting Date: Jan. 17, Students 3:30 p.m. and Parents 5:30 p.m.

Location: Geary High School Old Gym

Hammon High School

Counselor: Kathleen Tallbear
Contact (405) 405-274-2982
First Meeting Date: Jan. 17, Students 3:30 p.m. and Parents 5:30 p.m.

Location: Hammon School Cafeteria

Education Receptionist, Sybil Belin (405) 422-7568, sbelin@c-a-tribes.org
Executive Secretary, Sharon Hale (405) 422-7611 shale@c-a-tribes.org
Outreach Director, Kathleen Tallbear (405) 422-7564 ktallbear@c-a-tribes.org
Education Executive Director, Teresa Dorsett (405) 422-7562 tdorsett@c-a-tribes.org

Indian Arts Research Center offers Native American artist fellowships

The Indian Arts Research Center (IARC) at the School for Advanced Research (SAR) offers four artist-in-residence fellowships annually to advance the work of mature and emerging Native artists.

Each fellowship includes a \$3,000 monthly stipend, housing, studio space, supplies allowance, and travel reimbursement to and from SAR. These fellowships provide time for artists to explore new avenues of creativity, to grapple with new ideas to further advance their work, and to strengthen existing talents. The fellowships support diverse creative disciplines and can include sculpture, performance, basketry, painting, printmaking, digital art, mixed media, photography, pottery, writing, and film and video. However, each fellowship has specific applicant criteria, as indicated below.

- Ronald and Susan Dubin Native Artist Fellowship (June 15–Aug. 15)

The Dubin Fellowship is dedicated to supporting traditional Native artistry.

- Rollin and Mary Ella King Native Artist Fellowship (Sept. 1–Dec. 1)

The King Fellowship is dedicated to preserving the Southwest’s extensive artistic heritage. Applicants to this fellowship must be from a Native community in the Southwestern United States (Arizona, Colorado, New Mexico, Utah) and work in the visual arts.

- SAR Indigenous Writer-in-Residence (Jan. 3–Feb. 21)

This residency is designed to support the literary arts. Writers in any format are encouraged to apply to this fellowship, which is generously supported by the Lannan Foundation. This fellowship also includes the opportunity to bring another writer or literary critic to SAR for three days of literary exchange.

- Eric and Barbara Dobkin Native Artist Fellowship (March 1–May 31)

The Dobkin Fellowship encourages the creativity and growth of indigenous women artists working in any media.

Artist fellows must live on the SAR campus, complete a project resulting in the creation of one or more works, and make a public presentation at the end of their fellowship. While in residence, artists can access the IARC collection of Native arts for research and study. Additionally, SAR would like to see the fellow’s work represented in the object, archives, or photo collection; therefore, IARC requests the donation of a single piece created while working at SAR. If selected for the fellowship, artists must agree to participate in interviews, photo sessions, video recordings, and exit interviews to document the fellow’s process and progress. This information will be entered into the IARC archives to serve as a permanent public record.

This application cycle includes: the Ronald and Susan Dubin Native Artist Fellowship 2012, Rollin and Mary Ella King Native Artist Fellowship 2012, SAR Indigenous Writer-in-Residence Fellowship 2013, and Eric and Barbara Dobkin Native Artist Fellowship for Native Women 2013.

Completed applications must be postmarked no later than January 15, 2012. There are absolutely no exceptions to the date. Incomplete applications or supplementary materials will not be reviewed or returned. Notifications will be sent approximately four months after the application deadline.

Please review the artist fellowship at www.artistfaq.sarweb.org. For additional questions or to download the application, visit www.artists.sarweb.org, call (505) 954-7205 or email iarc@sarsf.org.

Grant

continued from page 3

and parents of Indian children an opportunity to comment on whether Indian children participate on an equal basis with non-Indian children in the educational program and activities provided by the LEA.

2. Assess the extent to which Indian children participate on an equal basis with non-Indian children served by the LEA.

3. Modify, if necessary, its educational program to ensure that Indian children participate on an equal basis with non-Indian children served by the LEA.

4. Disseminate relevant applications, evaluations, program plans, and information related to the educational programs of the LEA in sufficient time

to allow the tribes and parents of Indian children an opportunity to review the materials and make recommendations on the needs of the Indian children and how the LEA may help those children realize the benefits of the LEA’s education programs and activities.

5. Gather information concerning the Indian community views education issues, including the frequency, location and time of meetings.

6. Notify the Indian parents and tribes of the locations and times of meetings.

7. Consult and involve tribal officials and parents of Indian children in the planning and development of the LEA’s educational programs and activities.

8. Modify the IPPs, if necessary, based upon an assessment by the tribes and parents of the effectiveness of their input regarding the development and implementation of the IPPs.

For any year in which an LEA receives a written statement from the Indian tribe or tribes whose children attend the LEAs schools that the LEA need not comply with the IPP requirements because the tribe(s) is satisfied with the LEA’s provision of educational services to such children, the LEA must include the written statement with its application in lieu of IPPs.

This statement constitutes a waiver of the IPP requirements of the LEA for that year

The real outlaws

Written & Submitted by Don Meade

One Thing Leads To Another...from the “Old Ben” Story*, submitted to the Oklahoma Genealogy Society’s First Families of the Twin Territories...

Cheyenne-The Washita River Massacre

My father was born within the Twin Territories...before Oklahoma became a state. Some months before he passed away, my brother was chatting with him about family history. When asked what he knew about his great grandmother (on his mother’s side of the family), he simply answered, “She was a squaw.”

Upon learning of this, my older sister said to me, “Well, that’s why you always wanted to be an Indian whenever you got together with the other boys in the neighborhood to play cowboys and Indians.”

Prior to the 2010 First Families of the Twin Territories (FFTT) banquet in Oklahoma City, the Oklahoma Genealogy Society’s First Families of the Twin Territories division asked FFTT members to provide real “Outlaw Stories” actually experienced by any FFTT member or member’s family. I submitted the “Old Ben” story ... representing a reflection dating back to an earlier time in my father’s and my life.

Turning to a general focus on “Outlaw Stories” (i.e., lawlessness), it is this author’s opinion that no actual events or stories in Oklahoma history ever rose to the magnitude of lawless (outlaw) behavior exhibited at that time (by members of the Federal Government) surrounding the treatment of all Indigenous Tribal people who originally occupied this land. Of course, this particular lawless behavior is documented to have taken place not only within the Twin Territories (i.e., Oklahoma Territory and Indian Territory), but also throughout the land that became known as the United States of America.



Recently, while searching (in vain) for a certain photograph, which was taken back in the late 1930s. I ran across another old black and white photo of my grandfather and grandmother sitting on the running board of a 1929 Model A Ford Coupe and leaning on one side of a white baby crib. Standing and holding on to the opposite side of the crib was their granddaughter (one of my cousins) and all three were facing the camera. The picture was taken in early autumn of 1931 (when my cousin was 9 months old) and not long before my 66 year-old grandfather had a heart attack and

died out in a small settlement in western Oklahoma called Cheyenne.

Unable to recall where Cheyenne was located on the Oklahoma map, I found that Cheyenne, Okla., situated 150 miles west of Oklahoma City in Roger Mills County, is near the Washita River. I also didn’t know that this was the location of the Battle of Washita River, where (under the command of Gen. Philip Sheridan...who reported to Gen. William Tecumseh Sherman) Lt. Col. George Armstrong Custer’s 7th U.S. Cavalry attacked Black Kettle’s

See Outlaws, page 6

Big Oatmeal Raisin Chews

Cooking with USDA Foods

Recipes furnished by the

Cheyenne & Arapaho Food Distribution Program

2 1/4 cups old-fashioned oats (do not use instant or quick oats)

1 1/2 cups all-purpose flour

1 1/2 teaspoons ground cinnamon

3/4 teaspoon ground allspice

3/4 teaspoon baking soda

1/2 teaspoon salt

1 cup (2 sticks) unsalted butter, room temperature

1 cup granulated sugar

1 cup (packed) dark brown sugar

2 large eggs

1 teaspoon vanilla extract

1 1/4 cups raisins

Preheat oven to 350 degrees F. Butter 3 large (16 by 14-inch) nonstick baking sheets.

Mix first 6 ingredients in medium bowl. Using electric mixer, beat butter and both sugars in large bowl until well blended, about 1 minute. Add eggs and vanilla; beat until well blended, about 1 minute. On low speed, beat in dry ingredients just until blended (do not over beat). Stir in raisins.

Drop batter by 1/4 cupfuls onto prepared sheets, spacing evenly apart and forming 6 mounds per sheet. Bake until cookies are pale golden brown, about 15 minutes. Cool cookies on sheets for 5 minutes. Using metal spatula, transfer cookies to racks and cool completely. (Can be made 2 days ahead. Store in airtight container at room temperature.)

BRIEFS

Basic Budgeting for Tribal Organizations

Jan. 19-20, 2012 at the Tropicana Hampton Inn in Las Vegas, Nev. For more information or to register visit www.falmouthinstitute.com.

National American Indian Housing Council-Admissions and Occupancy Program Management Seminar

Jan. 24-27, 2012 at the DoubleTree Hilton in Tampa, Fla. For more information or to register visit www.naihc.net.

Employment Laws for Tribes and Tribal Organizations

Jan. 24-26, 2012 at the Radisson Hotel in Phoenix, Ariz. For more information or to register visit www.falmouthinstitute.com.

Indian Housing Law

Jan. 25-27, 2012 at the Tropicana Hampton Inn in Las Vegas, Nev. For more information or to register visit www.falmouthinstitute.com.

Save the Child/Save the Teenager-Bringing Back

Native Ways of Discipline/Teaching Teachers to Teach Native Students

Jan. 26-27, 2012 in Spokane, Wash. For more information or to register visit www.stcstt.com or call (800) 458-8071.

The 11th annual New Partners for Smart Growth Conference-Building Safe, Healthy and Livable Communities

Feb. 2-4, 2012 at the Sheraton Hotel and Marina in San Diego, Calif. For more information or to register visit

www.newpartners.org.

The 15th annual National Indian Education Association’s Legislative Session

Feb. 13-15, 2012 in Washington, D.C. Host hotel is the Holiday Inn Capitol, 550 C Street S.W., Washington D.C. For more information or to register visit www.niea.org.

Construction Project Management for Tribal Organizations

Feb. 21-22, 2012 at the

Hard Rock Hotel in Las Vegas, Nev. For more information or to register visit www.falmouthinstitute.com.

The 35th annual Conference on American Indian Education-Turning Vision into Action

March 15-17, 2012 at the Humboldt State University in Arcata, Calif. For more information or to register visit www.humboldt.edu.

The 2012 National Forum on Dropout Prevention for Native and Tribal

Communities

April 15-18, 2012 at the Sheraton Crescent Hotel in Phoenix, Ariz. For more information or to register visit www.dropoutprevention.org.

The 33rd annual National Indian and Native American Employment and Training Conference

April 22-27, 2012 at the Paragon Casino Resort in Marsville, LA. For more information visit www.ninaetc.net.

EATING well for DIABETES

By Jennifer Southard, MS, RD/LD
C&A Diabetes Wellness Program

Portion Distortion When Dining Out

With the New Year just underway, now is the time to really focus on healthy eating. For some people, dining out tends to mean making poor food choices and overeating. When dining out, you can still follow your healthy eating plan as long as you keep portion sizes in mind and become aware of the types of foods you are selecting.

The following are tips for decreasing your portion sizes:

- Put a smaller portion on a smaller plate, so your plate will look full and you won’t feel like you are missing out.
- Share an entrée with a family member or a friend. Or instead of an entrée, select an appetizer that is low in fat and includes a vegetable.
- Before eating, ask your server to put half of your meal in a to-go box and save for leftovers the next day (this will also save money).
- Choose a side salad, small cup of soup, fruit, or steamed vegetables as side dishes to your entrée.
- Order a medium pizza instead of a large for smaller slices.

- Use a tall, narrow glass instead of a short wide glass when choosing soda or juice; you will drink less. Try opting for water more often.
- Ethnic cuisine can be kind of tricky, so here are some healthier options to keep you on track.
- Chinese food: choose foods that are steamed, poached (Jum), roasted (Kow), barbecued (Shu); select steamed rice instead of fried rice and dishes without MSG added.
- Italian food: choose dishes that are made with red sauces, primavera (no cream), piccata (lemon), sun-dried tomatoes, crushed tomatoes, lightly sautéed, or grilled.
- Mexican food: select from spicy chicken, rice and black beans, salsa or picante sauce, and soft corn tortillas.
- Tribal food: Opt for more traditional foods including: rice and raisins with sugar substitute, boiled cabbage, buffalo meat, baked pumpkin and squash, berries, tomatoes, corn bread, and beans instead of frybread or Indian Tacos.

Elder's Day Out

Inviting Cheyenne & Arapaho Tribal Elders to Dinner & a Movie!
Wednesday, January 25, 2012
Oklahoma City
11:00 a.m.—3:00 p.m.

Please register for transportation by January 20th!

Contact the R.E.Sp.E.C.T. office at 1.800.247.4612
Ext. 27570 or 32601.

Transportation Schedule

Hammon—Community Building—8:45 a.m.
Elk City—Love’s—9:00 a.m.
Clinton—Homeland—9:30 a.m.
Weatherford—Old Walmart—9:30 a.m.
Thomas—Terrier Express—9:00 a.m.
Seiling—Shell Gas Station—9:00 a.m.
Canton—Shell Gas Station—9:30 a.m.
Watonga—Food Distribution—9:30 a.m.
Geary—North Store—10:00 a.m.
El Reno—Walmart—9:30 a.m.
Woodward—Walmart—8:30 a.m.



The Domestic Violence program services Canadian, Kingfisher, Blaine, Dewey, Custer, Washita, Beckham and Roger Mills counties.



Women Are Sacred

The Cheyenne and Arapaho tribes Domestic Violence Program provides **Counseling** for Native American women, including the elderly, who have been involved in domestic abuse, sexual assault or stalking.

Advocacy in obtaining victim’s protective orders and referrals to agencies that may be of assistance to them.

Support for clients and their families while in crisis.

For more information or help call
(405) 422-7692-office or toll free
(800) 247-0345 ext. 27692

This project is supported by Grant No.2209-TW-AX-0039 awarded by the Office on Violence Against Women, U.S. Department of Justice

World’s coolest Indian

continued from page 3



Judd with colleagues and friends during the premiere of “The Storm”. L-R: Chaske Spencer, Doc Battiest, Steven Judd, Kiowa Gordon and Spencer Battiest.

the films that inspired Tarantino—are clear influences on Judd’s latest film venture, A Six Pack and Gas Money. The

trailer, which can be seen at youtube.com, depicts a tough guy in a suit cornered by a gang of thugs; after a few words to the Creator delivered in Pawnee, he shoots his way out, firing off so many bullets that the cases pile up on the floor.

“While I was in Oklahoma waiting for *Shouting Secrets*, I remembered an early script that Tvli and I wrote because we wanted to do *Pulp Fiction* for Indians,” Judd says. “I didn’t necessarily take a scene from the script; I just wanted to show the vibe of it.” Aside from gas money to drive to a location, Judd only spent \$40 on the trailer.

Already, he has received responses from Hollywood over the YouTube posting.

Outlaws

continued from page 5

Cheyenne village...there on the Washita River...on Nov. 26, 1868.

To call it “The Battle of Washita River” appears to be a misnomer when, historically, it had all the trappings of a one-sided massacre. I recalled the Washita River from my younger days ... when my dad and I (as a 10 year old) once enjoyed fishing that river down along where it headed in a southerly direction toward the Red River; but, until recently, I never knew of the terrible event which occurred way upstream along the Wichita back in 1868.

While searching out Cheyenne and Washita River information, I discovered that it had been three and a half years after the birth of my grandfather ... and only 37½ years before the birth of my father out in Oklahoma Territory ... that the Washita Massacre had taken place against the Cheyenne tribe near present day Cheyenne, Okla.

The Cheyenne, who like most other Native Americans, had been pushed off their ancestral homelands and onto other barren and/or unproductive land (and who had, by-the-way, been legally given this “new land” by Treaty), were understandably sad (if not angry) that things had come to this; but, it is documented that Chief Black Kettle insisted that the Cheyenne did not want to fight.

Nevertheless, Lt. Col. George Armstrong Custer (remembered for “Custer’s Last Stand at Little Big

Horn“) had pent up political ambitions and apparently wanted to carve out yet another notch in his rifle butt. Four years earlier on Nov. 29, 1864, Col. John M. Chivington led a similar attack (known as the Sand Creek Massacre) against Arapaho and Cheyenne camps near present day Eads, Colo.

With this in mind, it is important to know that at both the Sand Creek Massacre and the Washita River Massacre, Black Kettle was flying not only the American Flag but also the White Flag of Surrender when each village was attacked.

With respect to the indigenous tribes (original occupants) of all land areas that became known as The United States of America, it is also well documented that members of the United States Government broke one Treaty after another with these indigenous tribes.

Question, considering all of the above, who were *The Real Outlaws*?

Additionally, like the eastern part of Oklahoma, I also re-discovered that most of western Oklahoma was (and still is) frequently referred to as Indian Territory; but, is formally noted as Oklahoma Territory on State and Federal records. This is one of those six of one and a half dozen of the other situations. Recorded history for the name “Oklahoma” began with Spanish explorer Coronado in 1541 on his quest for the “Lost City of Gold.”

AARP Oklahoma Launches Indian Elder Navigator

AARP Oklahoma has announced the launch of the AARP Oklahoma Indian Elder Navigator – a single point of entry website for Indian elder services that can be accessed at www.aarp.org/okindiannavigator.

“We hope that this new website will be a place where Indian elders from any Oklahoma Indian Tribe can go to find the service or resource that best fits their needs,” said AARP Executive Council Member and former Governor of the Absentee Shawnee Tribe John Edwards. “We envision it as a ‘living room’ of information for tribal elders.”

The AARP Indian Elder Navigator is designed to be a resource center where tribes can list their contact information and resources on such topics as housing, transportation and health care. At its launch, information

on tribal nutrition and food commodity programs were posted on the site.

AARP and AARP Foundation has launched an effort called Drive to End Hunger to raise awareness of senior hunger and enroll more seniors in the Supplemental Food Nutrition Program (SNAP).

Edwards said AARP Oklahoma is expanding Drive to End Hunger to Indian country by posting Indian nutrition sites and food commodity distribution programs on the Indian Elder Navigator.

Going forward, AARP officials say they hope to work directly with tribal leaders and program directors from all federally recognized tribes in Oklahoma to add new and updated information to the AARP Oklahoma Indian Elder Navigator

Program directors with ques-

tions about adding their program information can contact Craig Davis at cedavis@aarp.org The association will also make presentations to Indian elder groups and tribal councils in the upcoming year.

At a luncheon in Oklahoma City, AARP debuted a new training video explaining the association’s work with Oklahoma Indian tribes that includes the Indian Elder Navigator, Drive to End Hunger and the 2012 AARP Indian Elder Honors program.

To request a copy of the video, schedule a presentation to a tribal group or add information to the Indian Navigator, please email please-mailok@aarp.org. For more information on AARP Oklahoma or the AARP Oklahoma Indian Elder Navigator, visit: www.aarp.org/ok.

Cheyenne and Arapaho Housing Authority special projects update

The current progress of the Stimulus American Recovery and Reinvestment Act (ARRA) \$3M Competitive grant projects are as follows:

1. Renovation left for 8 homes out of 59 eligible homes, with 51 complete. Completion date will be late summer 2012.
2. Canton Gym Community Facility renovation is about 80 percent complete. The west end will have three office spaces, computer room, training room, kitchen area, dining room, handicap accessible restrooms and technical/mechanical rooms. The gym area will be for social gatherings such as dances and health fairs. The east end will have more restrooms, concession stand to sell food and drinks out of and one office space. Projected finish date will be early spring 2012.
3. Clinton Community Facility is under contract for a 12,500 sq. ft. pre-engineered building that will be similar to the Housing Administration building. The building site is directly across from the Housing Administration

building.

This facility will have a main lobby, three office spaces, training/meeting room, kitchen area, dining room, handicap accessible restrooms, and technical/mechanical rooms. Projected finish date will be early summer 2012.

2012 Future Project Concho Elderly Low Income Housing Tax Credit Project is in the initial application phase with the deadline of Jan. 12, 2012, and awards will be released in May 2012.

If awarded the project site will be east of the old Concho Agency (Building 1) and will consist of thirty units. There will be ten one bedroom, ten two bedroom, and ten three bedroom units. Tribal elders will need to be 62 years of age with a low to very low income to be eligible.

A design meeting was held at Concho in November with several departments, and everyone expressed their ideas to make this a very nice and comfortable facility for our elders with many amenities for them.

LIHEAP funds available

The Cheyenne and Arapaho tribes’ Social Services Program currently have LIHEAP funds to distribute for the remainder of the heating season. The amount to be distributed is \$18 thousand to for heating homes by electricity, gas and propane.

Applications are available at the Social Services office located in the Education Building, Room 114 in Concho, Okla. Applications can also be picked up in Clinton at the Crisis office. Applications can also be faxed or mailed to anyone within the Tribal Service areas by calling (405) 422-7539.

General Assistance applications are being accepted at this time as well. Due to the new electronic reporting system for BIA, we will need to bring the application to your home to fill out with a caseworker. Our office is accepting appointments at this time.

Please call to schedule an appointment at (405) 422-7539. Priority requirements must be met and all applications will be processed in a timely manner. Notification of claim status will be sent to the applicant by mail.

Preserve Their Future

Become a Foster or Adoptive Parent



Foster Care means I Care
What Child is Waiting on You to Care
Cheyenne and Arapaho Tribes
Foster Care Program
(405) 422-7495

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Kris cell: 405.246-881
Rory cell: 405.990.3895



Inviting Cheyenne & Arapaho Women to participate in Zumba Fitness Classes

Feb. 3 - April 30, 2012
12:10 p.m.-12:50 p.m.
Mondays & Fridays
Concho Community Center

REGISTER NOW: Call the R.E.Sp.E.C.T. Program at (800) 247-4612, ext. 27570 or 27585

Please do not be late for class-Lunch Provided



Happy Birthday

Happy 13th Birthday
To my beautiful niece,
Andrea “Andie” Tallbear
Jan. 23



Andrea

Happy 6th Birthday’s, Hubert Youngbird,
Jan. 2 and Tracy Hornsby, Jr., Jan. 24.
Love mom (auntie Nona), Sierra, Seth and Levi!!



Bert and Tracy

Happy 7th Birthday son
Love you very much!
Jan. 17 Love, mom, dad, Louis, Victoria,
Sarena and Mario.



Jaden

To our lil baby sister
Jennie Yvonne Whiteman-Morton.
Happy 21st Birthday....cant believe you are already
21 years young.
Its seems like yesterday you was running around with no
front teeth and long hair flowing behind you.
What happen to them years???
Well Happy Birthday lil sissy, and momma
and daddy’s baby....
Love mom, dad, your sisters and brothers, kids, nieces and
nephews...and your Morton side too...husband, brother in
laws, sister in laws, papa in law...



Jennie

Happy Birthday Jody Johnson!
Love your mom and all your family!



Jody

Happy 30th Birthday
Jan. 19 Lindsey Marie.
The BIG “30” – you are as beautiful as when you were 3!
Love all your family!



Lindsey

Happy Belated 17th Birthday
Montana R. Goodbear.
Hope you have many more.
Wishing you the best life has to offer.
From your dad and family.



Montana

Tobias (Toby) Goodbear your family would like to wish
you a very Happy Birthday on the 26th of Jan.
Reach for the stars there is no limit you can achieve.
Love your dad, step mom, Sonny and Sharon Goodbear
and the rest of your family.



Tobias

Happy 11th Birthday
Milan Ethan Brooks! Jan 16.
You handsome man you! We love you son!
Love, mom, dad, Marlon Don, and William.



Milan

Happy 33rd Birthday
Jan. 26
Daddy, I love you so much.
Love, Jalen and all your family



Wade (daddy)

Happy 9th Birthday
Victoria Longan!
Lots of love and best wishes, mom and dad, Sarena,
Mario, Louis and Jaiden.



Victoria



In loving memory
Geneva Bates Edmonds
Dec. 4, 1918-Jan. 5, 2011

Geneva Bates Edmonds met the “Spirit Train” on Thursday, Jan. 5, 2011 to meet up with her husband Randlett “Frosty” Edmonds who preceded her on Aug. 24, 2011. Her children Randy Edmonds, Jr. of San Diego Calif., Margie Deer, Donna Williams and Micheal Edmonds, all of Oklahoma City, 20 grandchildren, 33 great grandchildren and seven great great grandchildren are blessed with their legacy, lessons of life and longevity.



Happy Birthday
Herschel Benton, Jr.
Sometimes I tell my-
self, that you’re not really
gone.
I feel your tender touch
and no longer feel alone. I
see us walking hand in hand
like we use to do. It’s hard
for me to accept....That
your life on earth is through.
There were so many dreams
we had not yet fulfilled.
All the hopes of a future
that we were going to build.
All our friends and family
have been so very kind; they
try hard to ease my broken
heart and my troubled mind.
But how can my heart be
mended: When it has been
broken in two? Part of my
heart is still on earth, the
other part left with you. It
is hard to see tomorrow,
when I can’t accept today.
Because the “Love of
My Life” has been tak-
en away. I will always
miss you, sweetheart.
Time will not erase the
pain, all the raw emotions
of losing you.

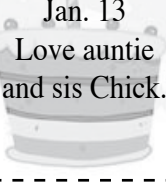


Words will never explain.
I will cling to the warm
feelings you brought into
my life. Maybe somehow it
will ease my confusion and
emotional strife.
Someday we will be
rejoined in Heaven up
above, but while I’m still
on earth I will cherish ev-
ery memory of our pre-
cious love. Somehow those
precious memories will
have to carry me through.
Until the time comes
for us to walk hand in
hand for an eternity....
together....me and you.
Happy Birthday my love,
Herschel Benton, Jr. Jan. 28
Love you and miss you,
Your loving companion,
Alisun Little Coyote



Happy Birthday
to my sisters
Wilma Yardley,
Rapid City, SD
Jan 21.
Vergenta Littlecalf,
Anadarko, Okla.
Jan. 28
With love and blessings
for a Great Birthday!

Happy Birthday
Gerry Redbird and
John Redbird
Jan. 13
Love auntie
and sis Chick.

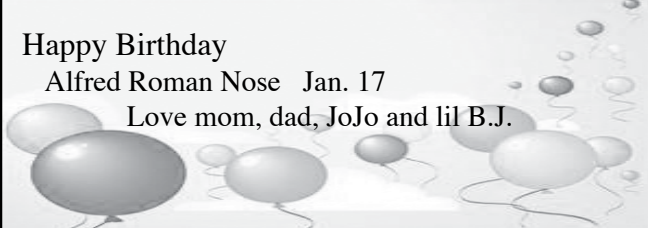


Happy 60th Big Time Sue!!
Jan. 27. I love you from
J.C., daughter Andrea,
grand daughter Bossy and
grandson Pooky, many
relatives and friends.

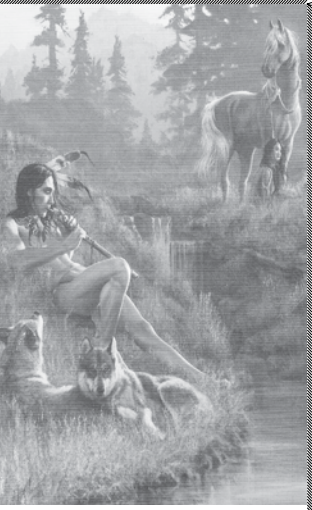
Happy
Birthday
Josetta Roman Nose
“Jo Jo” Jan. 5
and Goodie Jan. 5
Love mom, auntie
and lil B.J.



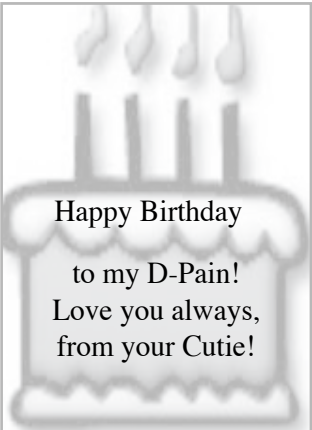
Happy Birthday
Alfred Roman Nose Jan. 17
Love mom, dad, JoJo and lil B.J.



The Tootler’s Love Serenade
With melody so sweet,
enchant, my flute.
Turn fair maiden’s head to
hear, your song of love that
gently pleads my suit.
Tootle in tuneful breath
unmute a musical charm to
please her ear.
With melody so sweet,
enchant, my flute.
Rhapsody from my lips be
resolute in casting love’s
spell with no cause to fear,
your song of love that gently
pleads my suit.
Delight my flute as you send forth and execute love
beckoning tempting her ever so near, with melody so,
enchant, my flute.
Oh woo my flute, acknowledge my salute to yon beauty
I find most dear.
With melody so sweet, enchant, my flute.
Your song of love that gently pleads my suit.
David Kaw



Happy 23rd Birthday!!!
Dana Bearshield and
Elayna Bearshield
aka twins. Jan. 7.



Happy Birthday
to my D-Pain!
Love you always,
from your Cutie!

Employment Opportunities

Submit tribal application, resume, diploma, transcripts, valid Oklahoma state driver’s license, and CDIB to: Personnel Department P.O. Box 167 Concho, OK 73022 or e-mail: whaag@c-a-tribes.org

Transit Driver I-Full Time Clinton/Weatherford
Closing Date: Jan. 23, 2012

QUALIFICATIONS:
The transit driver must possess or be willing to attend various training programs to gain a CPR and CDL certification. Transit drivers must pass a pre-employment drug screening process and subject to random drug testing. Applicants, upon securing a CDL, must maintain a clean driving record and may be required to provide a DMV Motor Vehicle Report (MVR). Incumbents should be able to lift a minimum of 50 lbs. with no physical barriers from doing so. Applicants must possess the ability to communicate effectively to patrons and superiors any findings, incidents, activities and daily responsibilities. At a minimum, the transit driver must possess a high school diploma and possible completion of a commercial driving training program and defensive driving program. Experience may be acceptable as an equivalent.
SALARY: Negotiable

Teacher-Child Development On-Call-Clinton
Closing Date: Until Filled

QUALIFICATIONS:
Teachers hired after July 1, 1995 are required to be at least 18 years of age and possess a high school diploma or GED certification or have completed the 10th grade and be in the process of obtaining a GED for a period not to exceed 12 months. Must have a valid Oklahoma driver’s license and pass a physical exam. Must be able to lift 50 lbs. and demonstrate basic knowledge of early childhood development. Must attend staff meetings, parent meetings and submit monthly reports. Must have adequate transportation, skills to relate to the community in general. Must pass a criminal background check and a mandatory drug and alcohol test. Willing to work a flexible schedule. Cheyenne and Arapaho preference.

SALARY: Negotiable

Community Health Nurse Diabetes Wellness
Closing Date: Until Filled

QUALIFICATIONS:
Must possess current Oklahoma RN Nursing license. Possess strong verbal and written skills. Able to pass background check. Possess current unrestricted Oklahoma driver’s license. Knowledgeable of Cheyenne and Arapaho Tribal traditions and customs. Cheyenne-Arapaho preference.

SALARY: Negotiable

Outreach Caseworker Part-time Permanent
Crisis Assistance Program, Open Until Filled

QUALIFICATIONS:
Prefer bachelor’s degree in social work or related field or an equivalent combination of education and experience. Require two years of experience in professional related field. Ability to work flexible hours and willing to work hours including after 5 p.m. Must understand and strive to implement program’s goals, objectives, rules and regulations. Possess communication skills, written and oral, to relate to Indian and non-Indian communities, other agencies and general public. Ability to maintain a high level of confidentiality on all client matters and other matters protected by the Privacy Act as well as other confidentiality regulations. OSBI and criminal background check required and be adjudicated appropriately. Prefer knowledge of Cheyenne and Arapaho/ Native American cultures and values. Must possess a current Oklahoma driver’s license to operate a government owned vehicle. Cheyenne and Arapaho preference.

SALARY: Negotiable

Motor Vehicle Clerk/Recep. Tax Commission
Closing Date: Jan. 23, 2012

QUALIFICATIONS:
A high school diploma or G.E.D. certification is required. Must have a valid driver’s license. Cheyenne and Arapaho preference.

SALARY: Negotiable

CLOSING
Cheyenne and Arapaho Tribal offices will be closed Monday, Jan. 16, 2012 in Observance Martin Luther King Day. Offices will reopen Tuesday, Jan. 17, 2012 at 8a.m.

“People demand freedom of speech to make up for the freedom of thought which they avoid.”
- Soren Aabye Kierkegaard

Public Notice



Roads Construction Program

Clinton IHS Road Improvement Project

Clinton IHS Service Road, Clinton, OK

Custer County

NOTICE IS hereby given that roadway construction will begin along Clinton IHS Service Road/Tribal Route IRR NO. 0526/County Road EW1030 (Doughtery Road), **between Airport Road and Clinton Indian Cemetery on Monday, January 16, 2012.**

This **construction** will allow for **Grade, Drain and Resurfacing**. It is estimated that the work will be completed in **120 days**.

Residential/Pedestrian/Emergency access will be maintained. An alternate route is encouraged along Dog Patch Road or Indian Hospital Road; however the project roadway will be open and accessible during construction hours from 8:00 AM to 5:00 PM.

This Notice will be effective for a maximum of 120 Days from the above given date.

Any inquiries about the nature and/or construction of this project, please contact the Cheyenne and Arapaho Tribes Roads Construction Department at (405)-422-7468.

Dated **Monday, January 9, 2012**

Angela Blind, Transportation Director

Cheyenne-Arapaho Transit Program

Evening and Weekend Demand Response Service

The Cheyenne-Arapaho Tribal Transit Program introduces the expansion of its transit service to include evenings and weekend service!!!



Local and Rural Services

Service Provided in the Following Cities and Towns:

El Reno, Kingfisher, Weatherford, Geary, Thomas, Clinton, Calumet, Canton, Elk City, Watonga, Seiling, Hammon, Oklahoma City, and Concho.

Hours of Service	
Monday	5:00-9:00 p.m.
Tuesday	5:00-9:00 p.m.
Wednesday	5:00-9:00 p.m.
Thursday	5:00-9:00 p.m.
Friday	5:00-9:00 p.m.
Saturday	10:00 a.m.-4:00 p.m.
Sunday	12:00 p.m.-5:00 p.m.

Service is available 8:00 a.m.-5:00 p.m. Monday thru Friday, but is limited to the following uses: medical appointments, school, work, tribal/local/state/federal program assistance.



For more information, please contact the Tribal Transit Program
1(800) 247-4612 Ext. 32600
(580) 331-2600



TRANSIT RIDERS SAVE MONEY!

Passengers must call transit dispatch the day before service is needed and on Friday for weekend service.

Contact the Cheyenne-Arapaho Tribal Transit Program for the Demand Response Service fares.

In Memorium



Fannie Nellie Hawk
April 11, 1916
Jan. 4, 2012

A wake service was held for Fannie Nellie Hawk on Sunday, Jan. 8, 2012 at the Kingfisher Baptist Church in Kingfisher, Okla.

Funeral services were held Jan. 9, 2012 also at the Kingfisher Baptist Church and an Internment was held at the Kingfisher Cemetery.





Charmaine Dawnel
Yellow Eyes
June 4, 1993
Jan. 3, 2012

A wake service was held for Charmaine Dawnel Yellow Eyes on Friday, Jan. 6, 2012 at the Weatherford Indian Baptist Church in Weatherford, Okla.

Funeral services were held Jan. 7, 2012 at the First Baptist Church in Weatherford, Okla. followed by an Internment at the Greenwood Cemetery.



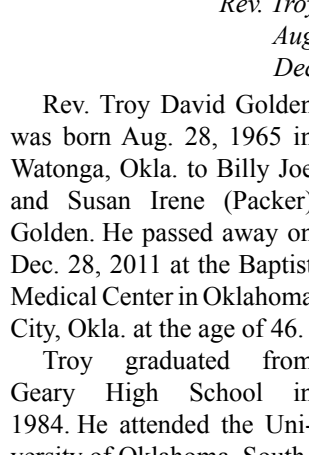
Gordon Jaymz (Akins) Hamilton
Sept. 20, 1994
Dec. 17, 2011

Correction: In the last issue, birthdates for Gordon Hamilton and Linda Mae Coyote Bliss were printed incorrectly. We apologize for these errors.





Linda Mae Coyote Bliss
May 8, 1951
Dec. 17, 2011



Rev. Troy David Golden
Aug. 28, 1965
Dec. 28, 2011

Rev. Troy David Golden was born Aug. 28, 1965 in Watonga, Okla. to Billy Joe and Susan Irene (Packer) Golden. He passed away on Dec. 28, 2011 at the Baptist Medical Center in Oklahoma City, Okla. at the age of 46.

Troy graduated from Geary High School in 1984. He attended the University of Oklahoma, Southwestern Oklahoma State University; Redland’s Community College and graduated with a bachelor’s degree from Southern Nazarene University.

Troy received his ordination as a minister from Brean University. He was united in marriage to Darla Biswell June 12, 1987 in Geary, Okla. Troy worked as Director of Home Health at Parkview Hospital in El Reno for 13 years, and was pastor at the New Life Assembly of God Church in Geary. He was active in the Geary Ministerial Alliance in Geary for many years and was instrumental in helping start the Geary Food Pantry. Troy enjoyed RC Planes, hunting, archery, riding bikes, going on family vacations and Ham Radios. He especially enjoyed preaching the word of God.

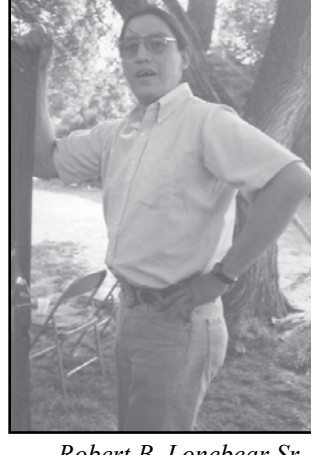
He was preceded in death by his grandparents.

Troy is survived by his wife Darla Biswell; two children, Brandon Golden and Laura Golden; parents, Billy and Susan Golden all of Geary, Okla. and one brother Steve Golden and his wife Mary Ann of Sparks, Okla.

In lieu of flowers the family request memorial donations to the Troy Golden Fund C/O Bank of Western Oklahoma, 101 W. Main, Geary, OK 73040, (405) 884-2973

Memorial Services were held at the New Life Assembly of God Church, on Jan. 2, 2012 in Geary, Okla. with Rev. Kevin Akins and Rev. Waylon Upchego under the direction of Turner Funeral Home.





Robert B. Lonebear Sr.
March 12, 1956
Jan. 7, 2012

Funeral Services for Robert B. Lone Bear, 55, Custer County resident were held Thursday, Jan. 12, 2011 in the First Baptist Church, Clinton, Okla. Service was officiated by Benji Lone Bear, Rev. Paul Bear Track and Rev. Ramus Hicks.

A burial followed in the Mound Valley Cemetery in Thomas, Okla. under the direction of the Kiesau-Lee Funeral Home.

Robert Bruce Lone Bear was born March 12, 1956 to William and Mary Belle (Curtis) Lone Bear in Clinton, Okla. and passed away early Saturday, Jan. 7, 2012 in the Integris Clinton Regional Hospital in Clinton, Okla.

Robert was also known by family and friends as “Num Shim” and “Touch of Cloud”. He was raised in Clinton and Thomas and was a stand out athlete while attending Thomas schools. He excelled in football, basketball and track before graduating in 1974. He continued his education at Southwestern Oklahoma State University in Weatherford, Okla.

He moved to Pocatello, Idaho in 1982 and then moved on to Portland, Ore. where he attended Idaho Tech School and received his Computer Science Certificate. While living in Portland he worked as an administrator in the Indian Health Services.

He moved back to Oklahoma in 1992 and settled in Clinton. He had worked as a security officer at the Lucky Star Casino in Concho and for the Bingo Hall in Clinton. Due to his failing health he was forced to medically retire in 2008.

He was a proud member of the Cheyenne Tribes of Oklahoma and was very traditional with his Indian culture. He served as a Sundance Priest, was a member of the Bow String Society and was a member of the Native American Church as well as the Indian Baptist Church.

He was an avid sports fan and loved following the Oklahoma Sooners. He enjoyed the outdoors and playing in sporting games and was a certified scuba diver and liked to do leatherwork. His passion was being with family and spending time with his great nieces and nephews and teaching them the Indian traditions.

He was preceded in death by his father, William Lone Bear and a brother, William “Tiny” Lone Bear, II and his cousin who was his name sake, Robert “Buster” Harrison.

He is survived by his mother, Mary Belle Lone Bear, Clinton, a son, Robert “Cubby” Lone Bear, Albuquerque, N.M., three sisters, Laquita Lone Bear, Union City, Kimberly Lone Bear, Clinton and Theda White Tail, Hammon, Okla. and a brother, Perkins White Tail, Mayetta, Kansas.

He is also survived by his aunts, Caroline Curtis and Roberta Harrison, both of Clinton and numerous nieces, nephews and other family and friends.

SPORTS SPOTLIGHT

By Rebecka Lyman, Reporter

D’Angelo Richey is a 5’7 point guard and a sophomore at Geary High School where he maintains a 3.0 GPA. Richey said he strives to be the best he can be on the court.

Before he chose basketball, Richey wrestled.

“I started playing basketball three years ago, I wish I would have started playing the game sooner,” Richey said.

Richey said he started partying at an early age and did not care about what the future held for him. He said he did a lot of partying from the 5th grade through the 7th grade, until he decided to move in with his aunt, Virginia (Lou) Richey.

“My aunt Lou, my basketball coach, Finney, and my old football coach helped change my life,” Richey said. “They pushed me to stay in sports and to do the right thing.”

Richey said he has two younger brothers, Tyree and D’Montro Richey.

“If I could go back and change my choices, I would do it for my little brothers.” Richey said. “I want to graduate high school and go to Tulsa.”

Richey said he keeps in shape by lifting weights all year round and by running.

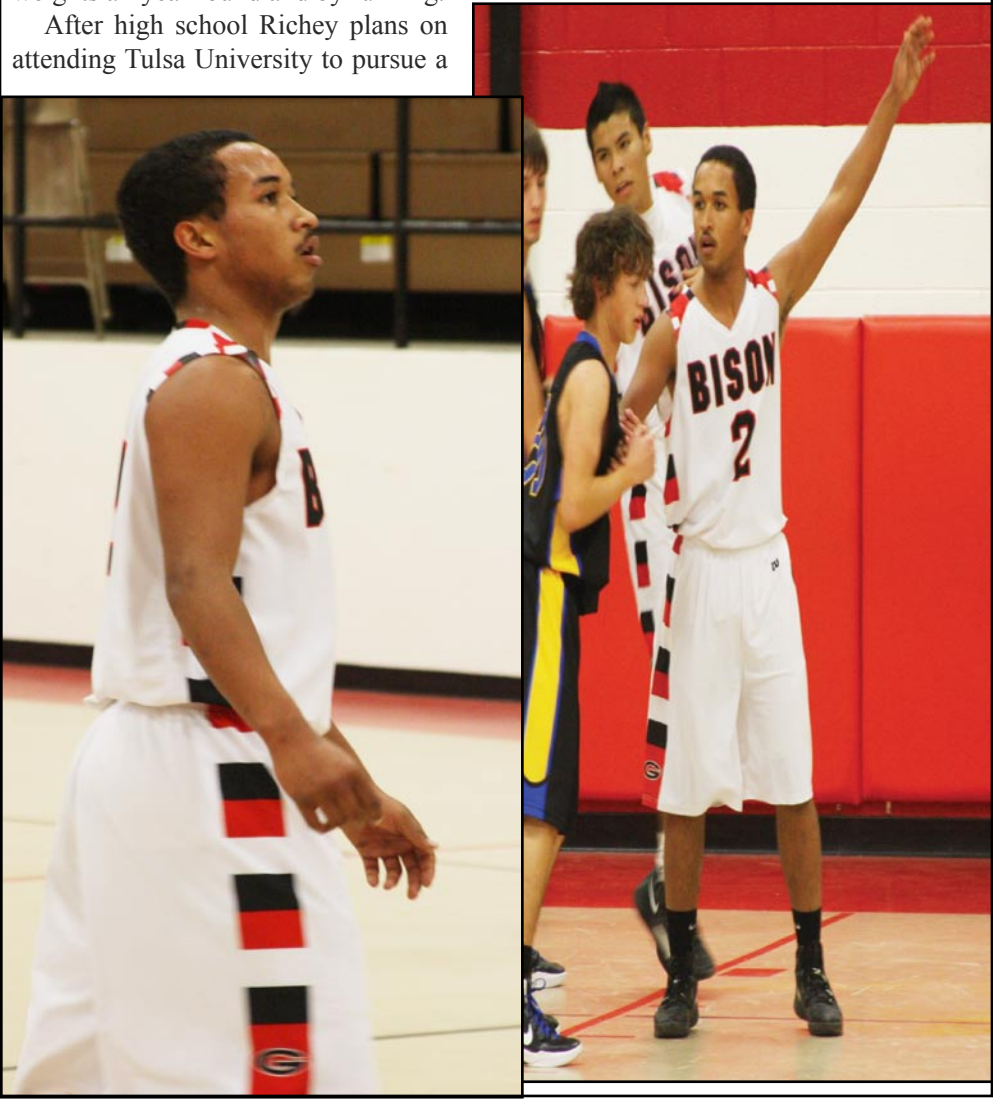
After high school Richey plans on attending Tulsa University to pursue a



Photos by Rebecka Lyman
D’Angelo Richey

career as a physical therapist.

His favorite team is the Oklahoma City Thunder basketball team, he enjoys listening to all types of music, playing football and running track. Richey is currently participating in the TRiO Upward Bound program at Redlands Community College.



Tribal Finance Program now online

By Arizona State University News

Distances stretch for miles on end and Internet access may be virtually nonexistent in many pockets of the nation’s Native American communities. Distance learning is a perfect fit to bring educational opportunities to remote areas.

Arizona State University (ASU) is launching its Tribal Financial Manager Certificate program in a distance-learning format, providing access to tribal professionals who are unable to travel to the university for this vital course.

People who go through the program can now take the course online through Blackboard in a self-paced program or listen to CDs that can be played in a car, through iTunes or on an MP3 player. Or, they can continue to come to ASU for an intensive three-day session.

“If you’re driving a long distance, you can listen to the audio portion. We tried to provide as many options as possible,” said Pat Mariella, American Indian Policy Institute director.

The Tribal Financial Manager Certificate program has been a success since it began, attracting financial managers from tribes across the country who learn how to manage funds in a tribal setting.

“We’ve gotten tremendous feedback because it’s not taught anywhere else,” said Corrine Wilson, a Certified Public Accountant for Moss Adams who helped shape the program while she was vice president of the Native American Finance Officers Association (NAFOA). Wilson is also a current instructor in the program.

Launching the distance-learning portion of the program is the next logical step for the program that was started as a partnership between ASU’s American Indian Policy Institute and NAFOA. The Arizona Board of Regents provided seed funding for the program through an Arizona Regents Reach Out grant.

Learning how to manage finances for tribal governments is a specialized and complicated skill. As tribes move toward operating the full range of governmental functions, tribal members are taking over programs that were formally run by the Bureau of Indian Affairs and the federal government, said Eddie Brown, American Indian Studies professor and executive director of the American Indian Policy Institute.

“Tribes are responsible for running programs and applying financial resources appropriately. That gets very complex,” Brown said.

Managing funds requires that those doing the accounting understand the rules, regulations and laws that govern the money that tribes manage.

“Tribal governments also have their own laws to follow,” Wilson said.

For instance, since tribes typically don’t have property taxes, their unrestricted income is generally more commercial in nature. Internal Revenue Service laws are also different for tribes, she added.

Core focus areas of the program include federal Indian law from the perspective of financial management in tribal settings, tribal government accounting aspects that take into account self-determination contracting and self-governance compacting as well as taxation. Participants earn a professional certificate upon completion.

“There is a core curriculum that people need to understand. This is a critical tool that tribal governments need,” Mariella said. “I jumped on it when we had the opportunity to develop the program at ASU in partnership with the Native American Finance Officers Association.”

Offering the program through distance learning provides another important option for tribal employees to learn about finances through the popular program.

“Through the in-classroom program, we have already trained close to 100 people from tribes throughout the United States. Tribes vote with their feet and we have a waiting list,” Mariella said. Costs for the program range from \$1,500 to \$1,950.

Being able to offer the program in a distance-learning format is part of ASU’s vision to bring the university to the community, Brown said.

“We’re delighted that ASU is able to offer that service,” Brown said. “The Financial Manager Certificate Program is one example of how the university is reaching out to work with the community and provide the type of training that is so severely needed.”

Registration for both the distance learning program and the next in-classroom session from January 24-26, 2012 is now available online.

INTERNATIONAL SPORTS SPECIALISTS, INC.
DOWN UNDER SPORTS
Australia • New Zealand • Hawaii

Sage Lamebull
Oklahoma
Cross Country

Sponsorship Letter

As an athlete I have been invited to participate in the Down Under Sports Tournament to be held in Australia. I am honored to be an ambassador of not only my community and state, but also our country. I will be participating in this international event on the Western Conference Cross Country Team during the summer of 2012. I am looking for sponsors to make tax-deductible donations towards the cost of competing Down Under. A major source of funds comes through voluntary contributions of family, friends and sponsors. Your sponsorship will be a very important part of fundraising for me and my team. Your donation will help us fulfill this once-in-a-lifetime opportunity. Please make all checks payable to International Sports Specialists, Inc. Thank you for your donation and helping me to fulfill my dream.

2012
THANK YOU TICKET
Name: _____
Address: _____
Phone: (_____) _____
NO PURCHASE NECESSARY
NO LATE ENTRIES ACCEPTED
Not a tax deductible donation. Faxed and Scanned Copies Not Accepted.
FOR OFFICIAL RULES GO TO: WWW.DOWNUNDERSPORTS.COM

1st Draw: Win 2 all-expense-paid trips* to the 2012 Down Under Sports Competition in Australia and Hawaii. All entries must be received by 11:59 PM MST on August 1, 2012 - entries received by this time will be entered into both drawings.
2nd Draw: Win a 5 day Caribbean Cruise for 2. All entries must be received by 11:59 PM MST on August 1, 2012. Entries received between June 1, 2012 5:01 PM MST and August 1, 2012 5:00 PM MST will be entered into 2nd draw only.
120464
Thank you for your support!
*Supporter Package See Website for Details

Sage Lamebull
Oklahoma Cross Country Team
Donation Amount: \$

Please send this entire page along with your check to:
Down Under Sports
1755 North 400 East, Suite 201
North Logan, UT 84341

For questions please call (435) 753-4732
www.downundersports.com

R.E.Sp.E.C.T. PROGRAM ADULT BASKETBALL LEAGUE

Men's & Women's ALL INDIAN BASKETBALL LEAGUES
BEGINNING JAN. 22ND, 2012

All players must be a member of the Cheyenne-Arapaho Tribes or be Native American and currently residing in the Cheyenne-Arapaho Service Area or Tribal Employees! Games will be played @ Darlington School

- Leagues will be held on Sundays
- Leagues will consist of at least 2 games per Sunday, followed by an end of season tournament
- There will be a 8 per roster limit, per team
- Games will consist of 2-18 minute halves for Men and 2-15 minutes halves for Women

DEADLINE TO ENTER TEAMS:
JANUARY 18, 2012 @ 4:00 PM
All Players must abide by the R.E.Sp.E.C.T. Sportsmanship Creed

For more information or to enter a team contact the R.E.Sp.E.C.T. Program at 405-422-7570

PROGRAM
PROFILE

Mission statement
The purpose of the child care program is to increase the availability, affordability and quality of child services. The Cheyenne and Arapaho tribes child development program offers families access to affordability, high-quality child care where children have the opportunity to develop to their fullest potential in a safe, healthy and nurturing environment, and to prepare children for the future by exposing them to different life skills that will help them grow to become productive individuals.

Program services
1. Childhood development centers
The Cheyenne and Arapaho child development program operates two tribally owned and operated child development centers. They are located in Concho and Clinton Oklahoma. The centers are licensed by the state of Oklahoma Department of Health and Human Services (DHS) and are 2 star facilities.
2. C&A tribal subsidy program
the child care program administers a wide array of child-care services through the Cheyenne and Arapaho tribal subsidy program to low-income families with parents or single parent, who is working or attending training or education program. Parents may choose the type of child care that best suits their needs. The subsidy program also provides technical assistance to providers to assist with maintaining quality of child care services.

Eligibility requirements
1. Child development centers six weeks to 12 years of age, current immunization, birth certificate and completed application
2. Tribal subsidy program, income guidelines (sliding fee scale), working or in a training or educational program, child is an enrolled federally recognized Indian, reside within 11 county service area; Beckham, Blaine, Canadian, kingfisher, roger mills, Washita, Woodward, Custer, Major, Dewey, and Ellis.
In-home care is limited due to budget restrictions...if the preferred child care options is in home; limitations are in place for eligibility. Families must require services for three or more children to be eligible for in-home care.
Staff consists of Vanessa Hart, director, Bernadette Perkins, Concho Center Manager
Charlene wise, Clinton Center Manager
Agnes Littlehawk, Intake Specialist
Contact information direct: (405) 422-7661 (Concho) 580-323-2363 (Clinton) toll free: (877) 218-7004 fax: (405) 262-5824 (Concho) 580-323-1953 (Clinton) hours of operation 7 a.m. to 6 p.m. Monday thru Friday.

Cheyenne & Arapaho Child Development
P.O. Box 38
Concho, Okla. 73022
(405) 422-7694
(877) 218-7004
Megan Hart, Director
Bernadette Perkins-Center Mgr.-Concho
Charlene Wise-Center Mgr.-Clinton

Submitted by Cheyenne and Arapaho Tribal College President, Dr. Henrietta Mann



Submitted photos
Ruby Roubidoux celebrating Christmas with family. L-R: Minoma LittleHawk-Sills, Ruby Roubidoux, Dr. Henrietta Mann and Alden Whiteman.

Happy New Year!
The continuous cycle of life brings 2011 to a close and ushers in a different period of time. As is usual for them, Tsistsistas and Hinónóéi walk confidently and hopefully into a new year. Hope is characteristic of the Cheyenne and Arapaho ways of life. In the ruthless times of military conflict and starvation times forced upon them through the government ration system, hope was oftentimes all they had. Suffice it to say, the two allied tribes have cultivated optimism. The older generations want only good things for the younger ones and do not want them to feel powerless and demoralized. Jan. 1, 2012 is a time of new beginnings.
Life is made up of a series of cycles, which includes the four seasons of spring, summer, fall and winter. It also represents

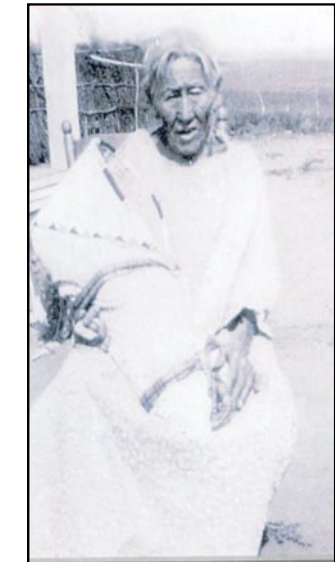
the four stages of life through which an individual passes: childhood, youthfulness, adulthood and, finally old age, elderliness, or the time of an elder. There are many spoken prayers for the long life of a perso and those who have lived long on this earth are to be valued. It also is said that a people who honor their elders are a respectful culture. Unequivocally then, Tsistsistas and Hinónóéi are cultures of respect.
Thus, in keeping with that tradition, the Cheyenne and Arapaho Tribal College (CATC) honored one of the tribes' elders, Ruby Ruth Mann Roubidoux over the holiday season.
Her Cheyenne name is Ame'ha'e, which means "Flying Woman." Roubidoux is the daughter of the late Spotted Horse Fred Mann and Ruth Porcupine and the daughter of the famous medicine man Porcupine. For this octogenarian and former health care professional she still walks quickly and led her visitors from her room to a corner of the visiting area where the CATC staff placed her tiny decorated Christmas tree and gifts. She commented that some were "too pretty to open," but she nonetheless opened them to discover the surprises wrapped within. Her Gloria Vanderbilt perfume ranked highest upon her list of "I

like," as did her Van Morrison CD.
She recalled that both her parents had been teachers at the Red Moon Indian School near Hammon, Okla. She grew up in the McClure Cheyenne community, located along the Washita River between Hammon and Butler and attended Quartermaster School, Pie Flat Public School, Concho Indian Boarding School, and Hammon where she graduated from the 8th grade. She then left to attend Chilocco Indian Agricultural School, an off-reservation boarding school established in 1884. The school provided an academic and vocational education, which in keeping with federal educational policy at the time was aimed primarily at assimilation. Students have been known to characterize Chilocco as either a haven or prison.
Roubidoux graduated from Chilocco and subsequently entered the workforce. Included in her employment history are the Clinton Indian Hospital and the Western State Psychiatric Center at Ft. Supply. Ft. Supply, then Camp Supply, had been established as a military post in mid-November 1868. It was there that Lt. Col. George Armstrong Custer brought his Cheyenne prisoners of war following his attack of Black Kettle's camp along the Washita River on Nov. 27, 1868. Among the prisoners was Ruby's grandmother White Buffalo Woman. A framed photograph of her grandmother was included in her gifts.
Roubidoux has been an active participant in the history of the Cheyenne and Arapaho people. She is one of the Red Moon Cheyennes, she left family and found

CATC



CORNER



White Buffalo Woman taken in 1934 holding Dr. Henrietta Mann.

WE'VE GOT YOUR GAME!



Small ways to win big.

Win a new VW Beetle and other great prizes.

Car Giveaway February 14.

See casino for details.



Loretta Lynn
February 18 CONCHO



B.B. King
February 24 CONCHO



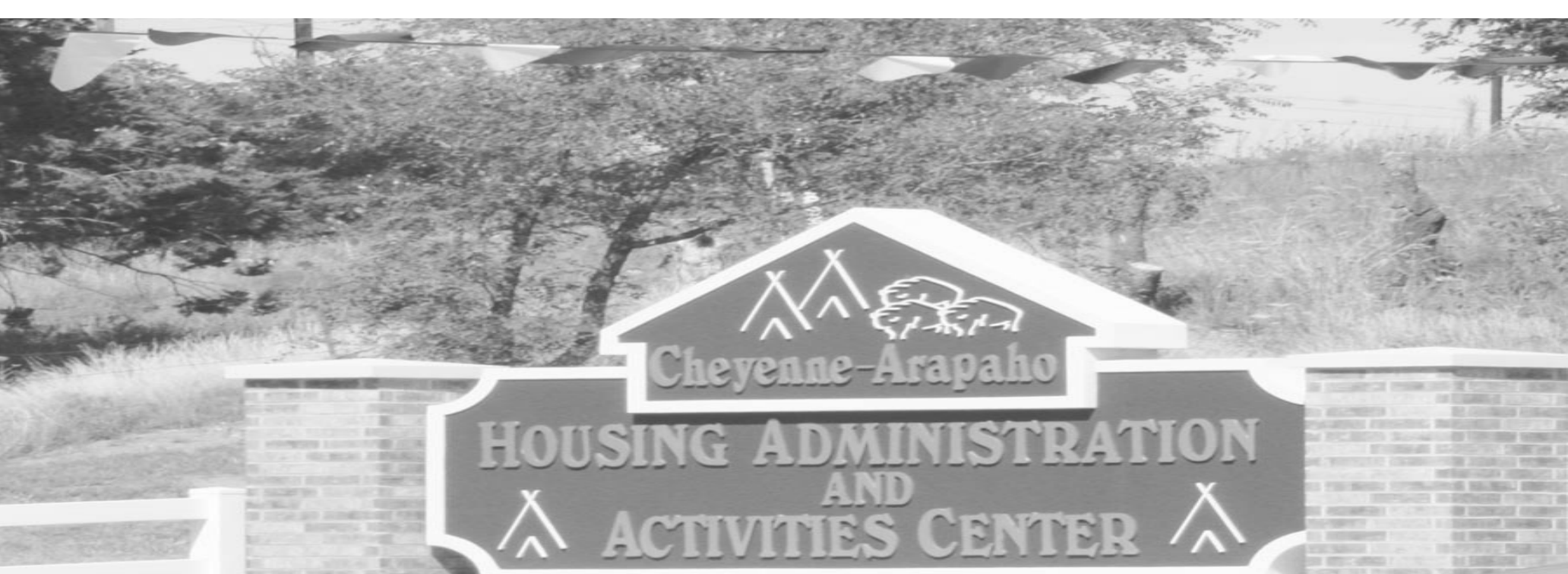
Tickets available at Lucky Star Casino Box Offices, online at Ticketstorm.com or by phone at 866-966-1777.



7777 North Hwy 81 • Concho, OK 73022 • 405-262-7612 | 101 N. Indian Hospital Rd. • Clinton, OK 73601 • 580-323-6599
301 NW. Lake Rd. • Canton, OK 73724 • 580-886-2490 | 1407 S. Clarence Nash • Watonga, OK 73772 • 580-623-7333

Subject to change. Actual prize may vary from photo. Management reserves all rights. © 2012 Lucky Star Casino

CONCHO • CLINTON • CANTON • WATONGA
An Enterprise of the Cheyenne and Arapaho Tribes



Housing Authority Policies of the Cheyenne and Arapaho Tribes

Admission, Occupancy and Eligibility Policy - Revised Sept. 1, 2011

Section 1: PURPOSE

This Admission and Occupancy Policy provides standard criteria and direction to staff for: selection and admission of applicants for the housing program and for administering the requirements governing their occupancy. The Independent Living Center(s) shall also be regulated by the same guidelines for admission and occupancy as our housing units. Staff will conduct a reasonable and broad-based effort to solicit and accept applications from all interested parties. After reviewing applications, a waiting list for homebuyer applicants will be maintained according to the time and date of application and other pertinent factors as outlined in this policy. Staff in determining potential homebuyers will use the waiting list.

The board of commissioners and staff will comply with all applicable regulations of the Native American Housing Assistance and Self-Determination Act of 1996. These policies will be updated as needed to assure consistency with those regulations.

Under the provisions of the Indian Civil Rights Act, all persons involved in this program are assured due process and equal treatment.

In accordance with Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), no otherwise qualified individual with handicaps shall solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program.

Section 2: INITIAL APPLICATION

All interested persons are to be encouraged to submit applications. They are to be advised that homes are assigned on a "first submitted - first served" basis, with the exception of those provisions in this policy, so they will know it is to their advantage to complete and submit an application as soon as possible. They also must be informed that if they need assistance in completing the application, staff is available to assist them. Families must submit a full and complete application, including authorizations.

The Independent Living Center(s) will also take applications and follow the same process as our housing applicants. These occupants will use a rental agreement for their contractual obligation. In Lieu of an MHOA.

All applications must be date stamped at the office when received and the time of receipt written next to the date stamp. The staff member receiving the application will also place their initials next to the date stamp; and, staff will be responsible for documenting that applicants have been advised, at the time application is made, that they (applicant) are responsible for updating their application annually to continue on the waiting list.

The application form will be designed by staff to gather enough information to allow a full assessment of the family's eligibility, consistent with Federal and housing authority requirements that apply at the time of submission. They also should be designed so they can easily be filled out using a typewriter or word processor.

A. ELIGIBILITY ASSESSMENT AND PARTICIPANT CRITERIA.

1. They must be an "Indian family". "INDIAN" is defined as any person recognized as being an Indian or Alaska Native by a Tribe, the Federal government, or any State. At least one member of the family must be Indian. This must be verified by a family member submitting a copy of a BIA Certificate of Degree of Indian Blood (CDIB), enrollment verification, or a Tribal Enrollment Card, which delineates blood quantum of a Federally Recognized Tribe. Once the information is on file with the Housing Authority it will not be requested year to year.

"FAMILY" includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person.

5. A HOMEOWNERSHIP APPLICANT'S FAMILY INCOME MUST BE HIGH ENOUGH so the combined total costs of:

a. The current administrative charge as established by the Board of Commissioners to cover the housing authority's cost of opera-

tions,

b. The costs for utilities, based on the latest Utility Allowances, and

c. The costs for routine and non-routine maintenance expenses for the life of the Mutual Help and Occupancy (MHO) Agreement do not exceed 30% of adjusted family income. In rare circumstances, and only with documented additional counseling by staff, may an applicant family be selected if these projected housing costs would exceed that 30 percent amount. The family must convince the Executive Director that it can and will pay the administration charge and meet its other obligations under the MHO Agreement. The Executive Director will base her/his decision on demonstrated family history and/or individual family circumstances which would make it reasonable for her/him to determine that the family would be able to fully meet the obligations of homeownership, such as:

i. Documented family income from sources, which are not counted towards computation of adjusted monthly income, i.e. per capita payments.

ii. The family's ability to supplement income by providing its own foods, fuel, or other necessities.

iii. The family will be required to sign a statement verifying that they are below income and that they feel they are able to meet and maintain the payment calculated by staff and estimated long term maintenance expenses.

iv. The family will be required to participate in additional financial management counseling.

v. The family's previous monthly housing payment record shows rental and utility payments made in excess of the projected monthly housing cost.

d. Independent Living Center residents shall pay according to income as required by this policy. Income shall be calculated by this policy.

6. For an applicant to be financially eligible for the homeownership program, they must also demonstrate the ABILITY TO MAINTAIN AT LEAST THEIR PRESENT LEVEL OF INCOME. This will be verified by staff and may be satisfied by a written statement from the potential Homebuyer's employer. If it is not feasible to determine income potential from an employer, this verification may come from photocopies of the applicant's federal income tax returns for the one year prior to the first application. The income tax returns will be kept on file and new ones must be submitted each year thereafter until the applicant is placed in a unit. Failure to provide the housing authority with this information will result in the applicant being dropped from the homebuyer waiting list.

7. For a family to be eligible for admission to the rental program/Independent Living Center, they must be WILLING AND ABLE TO MEET ALL OBLIGATIONS OF THE LEASE or Rental Agreement.

8. ELIGIBILITY OF SINGLE PERSONS IN THE PROCESS OF ADOPTING an individual under age 18 is to be determined identically to a single pregnant woman, but persons in the process of securing legal custody through other means must provide evidence of a reasonable likelihood of success to be admitted to occupancy prior to obtaining custody. A unit will not be offered to an individual until adoption is complete. If after 30 days after the homebuyer's informational meeting, he/she will have to wait until the next project to receive a unit. He/she will remain on the waiting list, with any preference for which he/she remains eligible and with his or her original date and time of application. If custody is denied, then the housing authority will determine eligibility

9. Annual family income to determine eligibility will be determined by staff based on the STATEMENT OF INCOME at the time of initial application. To remain on the waiting list, applicants must recertify annually (update application). Staff will re-verify eligibility of the applicant based on any change of income and ensure that the applicant meets all eligibility re-

quirements for admission. Should an applicant become ineligible based on a change in income at the time of placement into a unit, staff will notify the applicant in writing that he/she no longer qualifies for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes. In cases where annual income is seasonal or sporadic, a two-year average of income will be used for the family member whose income cannot otherwise be determined.

10. All applicants may be screened for SATISFACTORY CREDIT AND MAINTENANCE HISTORY before being offered a unit.

a. Credit history will be verified by one or all of these sources:

i. Credit reporting agency (staff will obtain a credit report on each applicant, after they have been determined to be income eligible). Lack of a credit history (as opposed to a poor credit history) is not sufficient justification to deny admission. Staff will take into consideration the time, nature and extent of the past occurrences and the reasonable probability of future favorable performance by the applicant.

ii. Two or more landlord references detailing rental payment history.

iii. All credit references provided by the applicant's adult household members.

b. Use and maintenance history will be documented by two or more landlord references detailing history of any unit damage. If negative reference on either the credit or use/maintenance history is obtained, staff will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity to respond in writing on any negative information derived from any source. The response will be taken into consideration in determining the applicant's eligibility.

11. Admission will be denied with board approval to any applicant whose HABITS AND PRACTICES may be expected to have a detrimental effect on other residents or on the housing project, based on a documented history of disturbing the neighbors, or destroying property. This evaluation will also include the applicant's history of criminal convictions, especially drug related or violent crimes. A criminal record will be justification for denial from consideration and will only be a factor if such record will reflect negatively on the overall safety and welfare of the housing project. Applications will be taken to the Board for final approval. The following applies:

a. All applicants and household members 18 and older will be subject to a criminal background check.

b. The following felonies will be justification for rejection into the program; drugs, alcohol, sexual abuse, child abuse, arson, murder, assault with intent to cause bodily harm, and other violent crimes.

c. All applicants and household members 18 and older will undergo a drug test at the time of move in.

12. The Housing Authority will ONLY CONSIDER INFORMATION THAT IS REASONABLY RELATED TO THE INDIVIDUAL'S DOCUMENTED RECORD - not what might be attributed to a particular group or class. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or handicap.

13. The Housing Authority will NOT CHARGE APPLICANTS FOR THE COSTS INVOLVED IN THE APPLICATION. In particular, the Housing Authority will not charge the applicant for processing the application or obtaining a credit check.

14. Applicants INFORMATION WILL BE VERIFIED AS SOON AS POSSIBLE after selection from the waiting list of applicants.

15. To be admitted into the program, applicants MUST SIGN A LEASE or RENTAL AGREEMENT OR MUTUAL HELP OCCUPANCY AGREEMENT containing provisions required by the Federal government relating to payments, use and maintenance of the home. All leases and Rental Agreement's for a unit must be executed prior to execution

of the construction contract or the taking of occupancy of the acquisition unit.

16. To be qualified the families MUST DISCLOSE AND VERIFY SOCIAL SECURITY NUMBERS for all family members..

17. Participants in other housing authority programs may apply for housing, and be placed on the waiting list. Verification that the applicant has terminated the other housing assisted unit agreement must be obtained before the applicant will be allowed to execute a new lease or MHO Agreement.

18. INELIGIBILITY - Families who have applied for housing, and who, for any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The family would then be entitled to an informal hearing under the provisions of the grievance policy. All information relative to the rejection of an applicant family must be documented and placed in the applicant family's file for future reference. Applicants could be determined to be ineligible for one or more of the following:

a. Failing to repay previous debts owed to any housing authority or other HUD program.

b. Committing fraud in connection with any HUD program, or failing to disclose previously committed fraud in connection with any HUD program.

c. Providing false information on the application.

d. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.

e. Applicants who appear on HUD's List of Suspensions, Debarments, and Limited denials of participation.

f. Having a documented history of abusing units, abusing neighbors, of selling illegal drugs, or recent drug abuse or criminal activity.

g. Persons evicted from previous homes or from other Housing Authority programs.

h. If a person owns or is purchasing another home, ownership must be relinquished and proper documentation of relinquishment must be shown before they will be placed into the program.

i. Housing Improvement (HIP) Applicants who are assisted through the BIA will be removed from the waiting list. This will include the spouse on the waiting list, which is listed on their family household composition. This applies upon the completion of the project home.

j. Participants that are in the program will not be eligible to be placed on the waiting list. Once the home is paid off, the Homebuyer will be considered served and will not be eligible to be placed on the waiting list.

19. CONFIDENTIALITY.

In both the homeownership and rental programs, families are required to reveal personal information about themselves and their finances that most citizens are allowed to keep private, and usually choose to keep private. They do not give up their right to privacy, simply because they are participating in a housing authority program. Staff shall respect applicants and residents by keeping all information about them in strictest confidence, using it only when necessary in their work. Violation of applicant or tenant confidentiality is grounds for immediate dismissal of a staff or board member.

SECTION 3: WAITING LIST

1. GENERAL - Staff will maintain separate rental and homeownership waiting lists of eligible applicants. In addition to the preliminary eligibility factors, staff will take into consideration the following factors prior to placing an applicant family on the waiting list:

a. number of family members.

b. determination of bedroom size needed.

c. determination of need for a handicapped accessible unit.

d. preference of location for a home. (Three sites)

2. Approved applicants will be placed on the waiting list by the date and time the application was received by the Housing Authority. Staff will document in applicants’ file the area of preference, number of bedroom sized unit needed, and if there is a need for a handicapped accessible unit. The need for a handicapped accessible unit will be determined by information derived from the application and verified by medical personnel. Staff will not determine the need for a handicapped accessible unit based solely on visual contact with the homebuyer. Staff will consider other applicable factors such as identified within this policy, in placement of the applicant family on the waiting list.

3. ELIGIBLE APPLICANTS - For each applicant found to be eligible for admission, staff will establish a file containing at least the following material:

a. Application.

b. Verification documents.

c. Copies of staff’s “notification of eligibility”.

d. All correspondence and memoranda regarding the applicant.

4. MANAGING WAITING LISTS - The Occupancy Specialist will update waiting lists monthly. All additions and deletions to the waiting list will be approved by the Board of Commissioners at the monthly board meeting. Each applicant will be contacted annually to update their application, and the Occupancy Specialist will reaffirm the applicant’s eligibility, interest and need for housing. This may be done by mail or by documentation submitted.

Staff will make a reasonable and broad based effort to solicit applications, which must at least include:

a. Announcements in local papers.

b. Mailings to occupants such as newsletters.

c. local posting of announcements.

5. HUSBAND AND WIFE ON WAITING LIST.

a. Waiting list positions will be held by both the husband and wife provided they both are tribal members and legally married.

b. Both names will be potential homebuyers for the same application. This will hold true when one of the applicants expires.

c. Non-Tribal members or an individual without a marriage license will not be considered for housing services.

Section 4: THE TRADING OF POSITIONS, EXCHANGING OF HOMES & TRANSFERS.

Trading of Positions, Exchanging of Homes and Transfers are not allowed.

Section 5: ASSISTANCE TO NON LOW-INCOME FAMILIES

1. Families above 100% median income.

a. Families over 100% median income will have to be reviewed and approved by HUD to be assisted with HUD funds.

b. Notice PIH 99-6 discusses the issue be eligible for assistance.

2. Families 80 -100% median income.

a. In all cases, the Housing Authority must determine and document that there is a need for housing for each family which cannot reasonably be met without assistance. Below is a short list as documented in PIH 99-6 Notice.

i. Inadequate housing- not in physically sound condition, or does not provide adequate space and privacy for all intended household members.

ii. Does not provide adequate space and privacy for all intended household members.

iii. Temporary housing and homelessness.

iv. Cost burden.

b. a non low-income Indian family cannot receive the same benefits provided to a low-income Indian family. The non low-income Indian family will pay a higher payment than a low-income family and that a non low-income family will receive a lesser amount of other assistance than a low-income family.

c. the amounts of assistance whether it be Homeownership or Down Payment Assistance shall be determined as in the examples in NOTICE PIH 99-6.

Section 6: SELECTION OF FAMILIES

1. Family selection will be made from the top of the waiting lists of eligible applicants. Final approval of selected applicants will be made by the Executive Director prior to execution of the lease or MHO Agreement. The preliminary eligibility of each applicant will be done at the time of application and date of application will effect placement on both waiting list. The preference for housing will be as follows:

a. Tribal members will be given first priority.

i. Preference for housing shall be given to individuals with children under the age of eighteen. They must have legal custody, if divorced.

ii. Singles will be housed after applicants with dependants are housed.

iii. Singles, when they get to the top of

the list will be moved to the following project in case situations arise where they are no longer single. The second try at the top of the list without success will bump them to the bottom.

iv. Married couples without children are eligible.

b. Second priority will be given to non-tribal members with C-A enrolled children.

c. Third priority will be to other members of other tribes. Third priorities will only be housed when all other applicants have been housed.

d. Independent Living Center applicants will be selected according to age and income guidelines.

2. Elderly provision for the allocation of units. Elderly applicants that are 60 years of age will have to make up at least 25% of the next homebuyers. You must be at least 60 years of age before the initial coordination meeting for new homebuyers. If 25% are not within the initial group then, we will take that amount from the waiting list until the 25% of total allocation is met.

3. The SELECTION OF APPLICANTS WILL BE MADE WITHIN 30 DAYS of the Housing Authority preparing for the next development of units. A “notice of selection” will be sent to the applicants informing them that they have been selected to participate in the program. The “notice of selection” does not constitute a contractual obligation by the housing authority. Applicants must pay any outstanding arrearage due to the Housing Authority before receiving a unit. Applicants who apply after the adoption of this policy (May 21, 1999) that has lost their homes from the Housing Authority due to eviction or abandonment are no longer eligible for a unit.

5. Applicants who are disaster victims: In the event a family who has been on the waiting list for a year or longer is displaced due to a catastrophic event, more specifically a fire, tornado or flood, and bound by a rental or homeownership agreement, not covered by home replacement insurance will be eligible for a unit, if one is available or substantial funding is available for additional units. The unit must be at least 50% destroyed by this event. The fire department or FEMA or other related agencies shall verify the damage. The board will make final determination. This displaced person will be subject to eligibility standards of this policy and must not have been a participant in the housing program before such incident.

6. In addition to the selected applicants, staff will select ALTERNATE APPLICANTS in case any of the Leases or Rental Agreements is terminated for the primary applicants prior to initial occupancy of the development. The number of alternate applicants will equal at least ten percent (10%) of the total units in the development. These alternates will be the next families on the waiting lists.

7. a.OCCUPANCY STANDARDS - to avoid overcrowding and prevent wasted space, units are to be filled in accordance with occupancy standards set forth below. However, in the event there are rental units and/or mutual help units, which cannot be filled with families of appropriate size and type after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size shall be housed and will be moved to units of proper size at the earliest possible date. In no event and under no circumstances are any units to be overcrowded.

b. Homeownership occupants are to be aware that moving unauthorized person into the units shall constitute a breach of contract and legal action may begin to repossess the unit. Additional persons may be moved into the unit only with permission from the Housing Authority.

c. Dwelling units shall be assigned generally as follows:

i. Two persons per bedroom, generally.

ii. Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults, will have separate bedrooms.

iii. Children of the same sex will share a bedroom.

iv. Children, with the possible exception of infants will not share a bedroom with the parents.

v. Persons with verifiable medical needs or other extenuating circumstances may be provided a larger unit.

d. Housing units shall be assigned as not to require the use of the living room for sleeping purposes.

e. Housing units shall be assigned by taking into consideration every family member, regardless of age, who is to be counted as a person. Growth potential may also be a consideration. Below is a list of person per bedrooms.

	No. of Bedrooms	No. of Persons
	MINIMUM	MAXIMUM
2	2	4
3	3	6
4	5	8
5	7	9

f. These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the

restraints of financial solvency and program stability. Restrictions above shall also apply and units shall be assigned based on the individual family needs.

g. Medical Exemption - The Board of Commissioners will grant exemption to applicants when they come up for a home if they cannot medically produce offspring.

This will apply to those who don’t meet the 60 years of age exemption.

8. DIVORCE - In the event of a separation or divorce. The spouse that receives custody of the children will be granted the Unit.

a. If the spouse is a non-Indian he/she shall only maintain the home until the children of the tribal member turns 18 years of age.

b. At no time shall only a non-Indian reside in the home without custody of tribal member’s children while they are minors.

c. A tribal member that loses complete custody of his/her children will not be eligible to receive a home.

d. Court documents showing the divorce decree will have to be submitted to show who has received custody of the children.

9. CHANGES IN A FAMILY’S INCOME could change the applicant’s opportunity to enter the program:

a. If the family’s income decreases, it could affect the family’s ability to meet the obligations of the homeownership program. For this reason, staff will counsel the family on other housing resources available, i.e. the rental program. If necessary, staff may terminate a MHO Agreement, prior to occupancy, based on the homebuyer’s change in income.

b. If the family has become over income, it may still be admitted under the exception, listed in section 2.4.

10. An applicant will be offered no more than two opportunities for a home in the acquisition program; the applicant shall choose one of these homes. The applicant does have the right to seek the homes in a reasonable amount of time, preferably 14 days. The applicant has the option of denying the first home and be bumped to the next housing project. Should the applicant reject the second home, the applicant will be placed at the bottom of the waiting list and the date and time of the rejection of the second available home will apply to their application. In the construction of a unit the applicant will have already selected a site or the Housing Authority will have agreed upon the site to construct the home and a rejection of the unit will drop the applicant to the bottom of the list.

11. Prior to admission, an applicant for a home must sign a statement that they are willing to sign a lease, attend mandatory counseling sessions that describe their obligations.

Section 7: USE OF THE HOME

1. Tenants, Homebuyers and the housing authority are jointly responsible to future generations for ensuring that the homes are used properly and are well maintained.

2. It is the responsibility of each resident to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times. When the need for maintenance arises from time to time, tenants are expected to inform the

1. housing authority promptly. Homebuyers are responsible for all home repairs and expected to perform necessary maintenance in a timely manner.

2. Instances of serious abuse or misuse and not responding to unsanitary conditions of a home by a tenant or homebuyer, or failure by the homebuyer to provide basic routine or non-routine maintenance are causes for termination from the housing program.

3. A condition for selection is that the family agrees to use the home as their principal residence during the term of the Lease Agreement for at least nine months of the year. Ownership or use of a residence other than the housing authority’s home could disqualify a family from the program. However, there are two situations that do not violate the principal residence requirement:

a. Use of a secondary home that is necessary for the family’s livelihood or for cultural preservation.

b. A homebuyer family’s temporary absence from their home and related subleasing of it if done for reasons and time periods prescribed in the sublease section of this policy.

6. A resident may request prior written approval from the Executive Director to operate a small business in their unit. The Executive Director may grant this authority when the resident provides the following written assurances and may rescind this authority upon violation of these assurances:

a. The unit will remain the resident’s principal place of residence.

b. The business activity will not disrupt the basic residential nature of the housing site or disturb others.

c. The business will not require permanent structural changes to the unit that will adversely affect a future resident’s use of the unit.

Section 8: INCOME

1. ANNUAL INCOME IS THE ANTICIPATED TOTAL INCOME FROM ALL

SOURCES RECEIVED BY THE FAMILY HEAD AND SPOUSE (EVEN IF TEMPORARILY ABSENT) AND BY EACH ADDITIONAL MEMBER OF THE FAMILY AGE 18 AND OVER. This includes all net income derived from assets, for the twelve-month period following the effective date of the initial determination or recertification of income. HUD may allow certain types of income to be excluded, such as per capita payments or income from trust properties, and staff are to make all allowable exclusions.

2. Due to limited income that our elderly native people receive, any person of the age of 55 and older can be admitted without prejudice of meeting the median income guidelines. Over income still applies in all situations. The applicant must still show that his/her annual income is capable of maintaining the administrative fee. This exclusion is negated if HUD determines that the Housing Authority is out of compliance with its regulations.

3. Income includes, but is not limited to:

a. Wages, salaries, tips, commissions, etc.

b. Self-employment income.

c. Farm self-employment income.

d. Interests, dividends, net rental income, or income from estates or trusts.

e. Social security or railroad retirement.

f. Supplemental Security Income, TANF (formerly Aid to Families with Dependent Children), or other public assistance or public welfare programs.

g. Retirement, survivor, or disability pensions.

h. Any other sources of income received regularly, including Veterans (VA) payments, unemployment compensation, and alimony.

4. The following are excluded from annual family income:

a. Income from employment of children (including foster children) under the age of 18.

b. Payments received for the care of foster children.

c. lump sum additions to family assets, such as inheritances, insurances payments (including payments under health and accident insurance and worker’s compensation), capital gains and settlement for personal or property losses.

d. Amounts received by a family that is specifically for or in reimbursement of, the cost of medical expenses for any family member.

e. The income of a live-in aide is not counted as income. A live-in aide is defined as a person who resides with an elderly, disabled or handicapped person and is determined by the Executive Director to be essential to the care and well being of the person, is not obligated to support the person, and would not be living in the unit except to provide necessary supportive services. A relative may qualify as a live in aide if all of these conditions are met and a waiver has been secured from HUD to allow family members to serve as live-in aides. An elderly, disabled or handicapped person needing the live in aide does not have to qualify as an elderly family in order to have a live-in aide. A live-in aide does not qualify for continued occupancy as a remaining family member.

f. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included as income.

g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

h. Amounts received under training programs funded by HUD.

i. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a plan to attain self sufficiency.

j. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.

k. Temporary, non-recurring or sporadic income, (including gifts).

1. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance under the current federal Housing Act for Indian Housing.

Section 9: CERTIFICATION AND RECERTIFICATION

Staff will verify and certify a selected family’s composition, income and earnings prior to initial occupancy and will annually recertify their income for the purpose of adjusting payments based on changes in income and earnings.

1. Re-certifications shall be done an-

nually.

2. In verifying and certifying income for eligibility or payments, appropriate authorizations for release of information must be obtained from all adult family members. Written consent must be provided to staff so information can be obtained from employers and from local, state, and federal agencies providing payments to families. Each family must furnish information about the amounts and sources of all income to the household and may be required to produce tax returns, paycheck stubs and any other evidence of income.

3. It is not a requirement for the Cheyenne -Arapaho Housing Authority to annually obtain CDIB cards and /or Social Security cards for applicants and household members once they are initially received.

4. The purpose of annual recertification of income is to establish a fair share payment for thefamily based solely on their income. If, in the period between recertification, circumstances result in the family receiving substantially less or substantially more income than that projected at the time of its previous recertification, an adjustment or interim recertification will be made. Adjustments will be made only after a thorough review of the household’s income, and will be made on a case by case basis.

5. Residents are to report all changes in family composition, income and assets as they occur. If the decrease of income occurs it is to the advantage of the resident to report the change for a payment adjustment to the minimum of the administration fee.

6. During any recertification or interim recertification, if a family reports that they have no income or an inadequate amount (such as unemployment); an interim recertification will be scheduled and completed every- thirty (30) days.

7. Also, it may be that at the time of recertification, staff will determine if the family is in the appropriate program. If a family’s income has changed significantly, and it appears that this change will be long term, the family or the housing authority may consider the option of converting the dwelling unit from a mutual help to a rental unit, or from a rental unit into a leased unit depending on the present status of the unit and the need.

8. Failing to recertify on Annual basis will cause action to terminate the lease or rental agreement with the homebuyer. Homebuyer will be considered in breach of his/her agreement.

Section 10: DEDUCTIONS

Deductions from a total family income will be made as follows:

1. \$480 for each dependent under 18 years of age, or unless over 18 and they are a full time student or disabled.

2. \$400 for an elderly or disabled family.

3. For any elderly family a medical deduction will be given for medical expenses which exceed three percent (3%) of their gross family income. Medical expenses are those medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance.

4. Handicapped assistance expenses greater than or equal to three percent of annual income. An allowance for handicapped assistance expenses computed as provided in this section, plus an allowance for medical expenses, for any elderly family, that is equal to the family’s medical expenses, for any elderly family, that is equal to the family’s medical expenses and that has handicapped assistance expenses that are less than three percent of annual income. An allowance for combined handicapped assistance expenses and medical expenses that is equal to the amount by which the sum of these exceeds three percent of annual income. Handicapped assistance expenses are reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a handicapped or disabled family member. These must be determined to be necessary to enable a family member (including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family or reimbursed.

5. Child care expenses of children where necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted cannot exceed the amount of income derived from such employment.

6. Staff will also deduct for excessive travel expenses, but not to exceed \$25.00 per week. This deduction may only be approved for employment or educational related travel. Staff may request the resident to maintain a mileage log or provide receipts to verify this deduction.

7. Utility Allowance. The Housing Authority will use the following for the utility allowance as follows:

A three bedroom home will be given an allowance of \$78.00 per month.

A four bedroom home will be given an allowance of \$87.00 per month.

A five bedroom home will be given an allowance of \$100.00 per month.

8. Other deductions:

a. Child support payments that are verified with court documents.

b. Garnishments, up to 50% of garnishment from court ordered decision.

c. Education expense, up to 50% of verified expense from college attending

d. Funeral expense, verified through funeral home receipts, must pay 6 months in a row to get interim adjustment. If don’t pay a full six months in a row, no deduction.

e. Medical expenses must show receipts where bills have been paid.

f. The first \$2,000.00 of proceeds derived from Indian lands.

g. The amount of the deduction for the estimated monthly cost of utilities (water, garbage, sewer, gas, electricity, or other heating and cooking fuels) is calculated by staff. The resident is required to pay actual utility costs directly to the utility companies

Section 11: REQUIRED MONTHLY PAYMENTS

1. AMOUNT OF REQUIRED MONTHLY PAYMENT.

a. Each tenant (rental units) will make a required monthly payment based on his/her family/household’s annual income and the following factors:

i. Annual income minus any deductions (adjusted family income); and,

ii. Multiplying the adjusted family income by 30 percent and,

iii. Subtracting the utility allowance for each tenant’s unit as established in the approved schedule of utility allowances from whichever is greater of: (a) 30 percent of adjusted family income; or (b) from the minimum rent as established by the Board of Commissioners, which ever is greater.

b. Each homebuyer (homeownership) excluding the senior citizen maximum payment, will make a required monthly payment based on his/her families household’s annual income and the following factors:

i. Annual income minus any deductions (adjusted family income); and,

ii. Multiplying the adjusted family income by 15 percent; and,

iii. Subtracting the utility allowance for each homebuyer’s unit as established in the approved schedule of utility allowances. Utility allowance is based on the following:

Allowance for 3 Bedrooms	7 8 . 0 0 .
Allowance for 4 Bedrooms	8 7 . 0 0 .
Allowance for 5 bedrooms	100.00. Citizen maximum (ceiling) monthly payment.

c. Monthly Ceiling Payment

i. \$300.00 will be the ceiling payment 60 and over.

ii. \$450.00 will be the Ceiling payment on any size bedroom unit.

iii. If resident prefers to pay over ceiling then MEPA payments will be accepted.

d. Independent Living Center residents will pay 100 for rent and 75 for utilities or as specified in the rental agreement.

e. Non-Low Income:

A non-low income family participating in the rental or home ownership program cannot receive the same benefits as that of a low income family. Monthly payment will be determined by calculating the percentage that the family is over the greater of National or local County income limits as calculated by HDS.

2. MINIMUM REQUIRED MONTHLY PAYMENT.

Each homebuyer will be required to make a monthly payment of no less than the current administration charge. Payments are due on the first day of the month and will be collected according to the Collection and Eviction Policy.

Section 12: UNIT INSPECTIONS

Staff will inspect each home annually to assure that it is properly used and mat it is maintained in good condition.. The Executive Director will adopt inspection standards that are equal to or higher than Federal Section 8 Quality Standards. They must be specific enough so a reasonable person can tell the difference between “normal wear and tear” and excessive use. Residents are obligated under this policy to participate in pre-occupancy, annual, pre-move out, and final move out inspections. Failure of a homebuyer to participate in the required inspections may result in termination of the Agreement pursuant to this policy.

1. DECENT, SAFE AND SANITARY CONDITION: Staff has the right and obligation to make inspections of a home at any time, with prior notification to the residents. Notification will be in writing giving the resident at least 2 days prior notice of the inspection.

2. PRE-OCCUPANCY INSPECTION: Prior to the move in or no later than the date of occupancy, the resident and staff will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the resident’s file and will be used for future reference, should the resident or housing authority terminate the agreement

3. ANNUAL INSPECTIONS : The resident and staff will conduct an annual inspection of each home and rental unit to ensure that it is being properly used and maintained. The annual inspection also documents the condition of the home for the resident’s

file and provides staff with a basis for providing counseling on home use or maintenance.

a. An inspection may result in mandatory maintenance being required of a Homebuyer or tenant on his/her unit. In this case, a plan of action will be developed between staff and the homebuyer listing specific maintenance actions needed and target dates. Staff will follow up with subsequent inspections on those dates to assure necessary compliance by the homebuyer (see section 13 on Homebuyer Responsibility for Maintenance).

b. Staff may elect to perform inspections once every three (3) years for homebuyers who meet their responsibility for maintaining the home in a decent, safe and sanitary manner as determined by two (2) years of annual inspections with no deficiencies. Staff will withdraw the three (3) year inspection and revert to annual inspections if staff finds that the homebuyer is not performing his/her responsibility for maintenance, based on an inspection and/or counseling session

4. PRE-MOVE OUT INSPECTION: The pre-move out inspection is scheduled at the time the resident notifies staff with his/her thirty (30) day notice of intent to move out and terminate their lease or MHO Agreement. The pre-move out inspection is conducted to provide the resident with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the housing authority regaining possession of the home.

5. Staff will perform an inspection of the premises whenever it takes action to terminate a Lease or MHO Agreement. The premises will be inspected prior to the resident moving out.

6. FINAL MOVE OUT INSPECTION: The final move out inspection documents the condition of the home at the time the housing authority regains possession of the home. Any items needing repair or replacement beyond “normal wear and tear”, or cleaning will be documented for the file. Any charges for rehabilitation of the home will be made according to this policy.

7. INSURANCE PROCEEDS: Insurance claims regardless of the type of claim are the property of the Housing Authority and shall only be used for the home repair. In certain cases such as fire, when the home is abandoned or the homebuyer is evicted, the Housing Authority will take possession of the proceeds and deposit the funds in the programs account. In the event that a fire consumes the home while a homebuyer resides in the unit, the unit will be replaced. In no circumstances should the homebuyer retain insurance proceeds from a completely burned out or demolished unit.

Section 13: HOMEBUYER RESPONSIBILITY FOR MAINTENANCE

1. The Homebuver is responsible for all routine and non-routine maintenance of his/her unit. As stated in this section as follows:

a. The homebuyer shall be responsible for the routine and non-routine care and maintenance of the home, including all repairs and replacements (including repairs and replacements necessitated by damage from any cause). The IHA shall not be obligated to pay for or provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period.

b. The housing authority and homebuyers are responsible to the future generations for ensuring that the homes are well maintained. Instances of serious abuse or misuse of the home, or failure by the homebuyer to provide basic routine or non-routine maintenance are causes for termination. Costs will be charged to the homebuyer if work has to be performed by the housing authority. The procedures listed below will be followed when staff determines that the homebuyer has failed to perform the required maintenance:

i. Immediately upon determination by staff that the homebuyer has failed to adequately perform maintenance, staff will require the homebuyer to agree to a specific, negotiated plan of action, including target dates, to cure the breach and to assure future compliance. The plan will state the specific maintenance work to be done within a reasonable time by the homebuyer, with such use of the homebuyer’s MEPA account as may be necessary, or to be done by the housing authority and charged to the homebuyer’s MEPA account. Residents that request assistance will be charged back to their account for their repairs. If the homebuyer does not agree to a plan to cure the default or if the home buyer fails to carry out the agreed upon plan, the homeownership agreement may be terminated.

ii. If staff determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work will be promptly completed by the housing authority with such use of the homebuyer’s account as may be necessary. All costs in excess of the homebuyer accounts will be charged to the homebuyer directly and must be paid in conformance with the Collections and Evictions policy.

2. Additions or structural changes to

the home may be made only with prior written approval of the Executive Director. The Executive Director and the resident will ensure that such changes will not:

a. Impair the value of the home, the surrounding homes or the project, nor

b. Impair the use of the home for residential purposes, nor

c. Violate code requirements as to design and construction.

Section 14: COUNSELING

Each resident is required to participate in and cooperate fully in all official pre- and post-occupancy counseling activities. Failure, without good cause, to participate in the counseling program constitutes a breach of Lease and MHO Agreements.

1. PRE-OCCUPANCY COUNSELING: The pre-occupancy counseling session takes place prior to execution of the Lease or MHO Agreement. This session informs the applicant of program requirements and procedures plus instructions on the proper use of appliances and equipment. Specifically, the Lease or MHO Agreement is reviewed and the staff will answer any questions to ensure that the resident realizes and understands his/her responsibilities. The counselor must review a budget outline and discuss how to keep required payments up and keep from being a delinquent homebuyer. Information on how to use consumer credit counseling should also be given, so that they may use this service when bills become overwhelming and cumbersome.

2. POST-OCCUPANCY COUNSELING: Post-occupancy counseling includes one-on-one or group sessions on program requirements, use, maintenance and budgeting.

a. Program counseling ensures that the homebuyers are fully aware of their responsibilities under the program. The program is reviewed again with the resident with staff available to answer any questions.

b. Use and maintenance counseling, including instructions on proper use of appliances and equipment, is provided to the tenant or homebuyer at their request and/or when it becomes evident that a resident is not properly using or maintaining his/her home. Homebuyer advice on maintenance includes, but is not limited to, furnace and water heater repair, plumbing, window, sheet rock and carpet and linoleum replacement.

c. Budget counseling is provided at the request of a resident or if an inadequate payment history becomes apparent. Budget counseling attempts to provide realistic budget advice within the resident’s income and expenditures.

Section 15: PROGRAM VIOLATIONS

The housing staff recognizes that program violations are not always intentional and may result from a lack of understanding of program requirements on the part of residents or staff. Other violations are a result of disregard or are intentional for a variety of reasons. Since it is not easy to tell the difference, it is important that violations be dealt with promptly and in a firm but fair manner. Staff will always provide equal treatment and due process and will always inform residents of their right to an informal resolution or formal hearing under the grievance procedures. Any verbal warnings or letters will be documented.

1. RESIDENTS COMMIT A PROGRAM VIOLATION BY:

a. Failing to submit requested verifications in a timely manner.

b. Failing to provide verification of social security numbers.

c. Failing to complete recertification.

d. Failing to report changes in income and/or assets of household members in a timely manner.

e. Vacating the unit in violation of the Lease or MHO Agreement.

f. Failure to keep utilities in service to the unit.

g. Failure to use or maintain the home and/or property as required.

h. Conducting themselves in a manner that is disruptive of their neighbors’ right to “quiet enjoyment” of their homes,

i. Non-payment or other violations of the Lease or MHO Agreement.

2. RESIDENTS COMMIT A FRAUDULENT CRIMINAL VIOLATION BY:

a. Knowingly omitting income or assets of self or household members.

b. Knowingly under reporting income or assets of self or household members.

c. Transferring income or assets to obtain or retain false eligibility.

d. Overstating deductions, allowances or expenses.

e. Using a false identity or false social security number.

f. Using false documents.

g. Falsifying the number of household members, etc.

3. If a resident commits a program or criminal violation, staff will notify the resident of the violation in writing and jointly develop a work plan to correct the violations. Staff will also provide counseling as appropriate and an opportunity for an informal hearing on the matter. If corrections are not forthcoming in a reasonable time, termination from the program may result.

Section 16: SELF-TERMINATION

The resident is responsible to provide staff with a thirty (30) day written notice of his/her intent to terminate the Lease or MHO Agreement. If the resident vacates the home without notice to staff, the resident will remain subject to the obligations of the Lease or MHO Agreement. This includes the obligation to make monthly payments until staff can terminate the Lease or MHO Agreement in writing. Notice of the termination will be communicated to the extent feasible and the termination will be effective on the date stated in the notice.

Section 17: AUTOMATIC TERMINATION OF MHOA

1. The below acts are justification for eviction, but are not limited to only these acts. Felony acts which are heinous or that have intent to do bodily harm or tries to take the right away of another person will be immediately removed from the program. These act will have a past time limit of when the conviction was handed down, the elapsed time will provide eligibility requirements. You could be eligible if a certain amount of time has elapsed since your conviction. The time schedule since your last felony conviction is listed below with the crimes.

- a. Convicted of selling illegal drugs. Ineligible if crime was within last five years
- b. Convicted of Murder or attempted murder. Ineligible if crime was within 25 years.
- c. Convicted of Child abuse or neglect. Ineligible if ever convicted.
- d. Convicted of Rape or other sexual crimes. Ineligible if ever convicted.
- e. Convicted of Robbery or Felony Theft. Ineligible if crime was within 10 years.

2. The Resident/Homebuyer, any member of their household, a guest with the resident’s knowledge shall not engage in criminal activity, including drug related criminal activity on or near the premises, while the resident resides in the Housing Authority owned or controlled property and such criminal activity shall be cause for termination of tenancy. For purpose of this paragraph, the term “drug related activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act. (21 U.S.C. 802)

Section 18: MONTHLY EQUITY PAYMENT ACCOUNT (MEPA) USE

1. The use of MEPA funds by Homebuyers is limited to the conditions set forth in this policy. The MEPA account is not a savings account to be used at the homebuyer’s discretion, but is intended to accelerate the purchase of the home and is considered an asset of the housing authority. The following conditions must apply for approval to use MEPA funds and the MEPA use policy will govern the use of these funds:
- a. If a homebuyer has a demonstrated history of fulfilling all requirements of the MHO Agreement, including specifically being fully current with monthly payments, and no payback shall exist, the homebuyer may request and be authorized use of MEPA funds for improvements and betterments of the home.
 - b. Outdoor lawn equipment will be allowable for MEPA use.
 - c. Must maintain at least \$1000.00 in account and have at least \$2,000.00 in MEPA account before you can use it.
 - d. Can only use MEPA funds once every twelve months. (Once a year).
 - e. If staff determines that the condition of a property creates hazard to the life, health or safety of the homebuyer and/or family, or if there is an immediate risk of serious damage to property if the condition is not corrected, the corrective work will be completed promptly by the homebuyer with such use of the homebuyer’s MEPA as
- staff may determine to be necessary, or by staff with the charge of the cost to the homebuyer’s MEPA.
- f. All MEPA provision will be followed according to the MEPA policy.

2. If a MHO Agreement is terminated by the homebuyer or staff, the money in the homebuyer’s Reserves and accounts will be disposed of as follows:

- a. The MEPA will be charged with any deferred maintenance and replacement costs, (including repairs and repainting when necessary), incurred by the Housing Authority, including required monthly payments.
- b. If, after making the charges in the above paragraph, there is a debit balance in the MEPA, staff will charge that debit balance to the Refundable MH Reserve, to the extent of credit balances in such Re-

serves and Accounts. If the debit balance in the MEPA exceeds sum of the credit balances in the refundable and unrefundable MH Reserves, the homebuyer will be required to pay the housing authority the amount of the excess.

c. If, after making the charges in #1 above, there is a credit balance in the MEPA or refundable reserve, the homebuyer will be refunded the balance. No amount of the unrefundable reserve will be refunded, but instead will be used for the subsequent homebuyer. Staff will terminate any homebuyer who has breached his/her MHO Agreement, breached any section of this Policy, or who has failed to provide accurate

information on the application or subsequent re-examination with a thirty day written notice. The homebuyer will be allowed to rectify the breach or violation within thirty days, or request a hearing through the grievance procedure. If the homebuyer does not request a hearing or correct the deficiencies as noted in the “notice of termination” within the thirty days, the MHO Agreement is automatically terminated.

Section 19: MUTUAL HELP SUBLEASE POLICY

The purpose of the sublease policy is to enable Homebuyers to sublease their homes when

- 1. obtaining education, employment or medical care that they would not otherwise be able to obtain due to the geographical location of their home.
- 2. The homebuyer agrees in their Mutual Help and Occupancy Agreement not to sublet the home without prior written approval of the housing authority. Once the approval has been granted the Homebuyer will still be responsible for making the required monthly payments and for maintenance of the unit during the term of the sublease.
- 3. Situations Justifying Approval of a Sublease Request:

The Executive Director may grant the individual homebuyer the written approval to enter into a Sublease Agreement in the following situations:

- a. EDUCATION: The homebuyer who wants to attend a recognized educational institution, such as college (undergraduate/graduate community college) including skill centers, private business schools, or vocational institutions, for the purpose of obtaining a degree or certification.
- b. EMPLOYMENT: A homebuyer who takes a full time job out of the geographical area of his or her home for a period not to exceed one year will be eligible for written approval of a sublease request during that period. (An example: Some homebuyers are dependent upon seasonal employment. Therefore, when seasonal employment ends, homebuyers are forced to find other means to support their families through jobs which are not always attainable in the community.)
- c. MEDICAL CARE: Each homebuyer will be evaluated on an individual basis:

Approval from housing authority will be dependent upon a doctor’s written recommendation that the homebuyer needs to leave the area for medical reasons, such as hospitalization and/or therapy in a situation that is not permanent.

- d. MILITARY: Temporary duty assignment with a copy of the orders being placed in the homebuyer’s file.
- 4. Request for Sublease:
 - a. PRIOR APPROVAL: The homebuyer is required to submit a copy of the proposed lease agreement by at least 30 days prior to the tenant move-in date for review and approval by the Executive Director.
 - b. SUBLEASE AGREEMENT: The pre-approved agreement must be in compliance with housing authority rules, regulations and policies. It does not release the homebuyer or the sub-lessee from responsibility for keeping the unit in good repair or from performing any or all required maintenance.
- 5. Homebuyer’s Account Must be Current:

The Executive Director will not consider requests for subleases if the homebuyer is in arrears. A sublease will be allowed only if all accounts are brought current. In the event of an emergency, the Executive Director and the homebuyer must arrange an acceptable payback agreement.

6. Maximum Term of a Sublease Agreement:

- a. EDUCATION: Not to exceed a period of four years. When the necessity of over four years of education is required, the homebuyer must supply staff with documentation of the planned educations work, including, but not limited to, proof

of registration, successful completion of each semester, and the program schedule for the degree or

- certificate.
- b. EMPLOYMENT: Not to exceed a period of one year in any situation. Verification of this employment will be supplied by a notice of employment, W2’s, or Income Tax

Statement when the homebuyer is recertified. If the homebuyer fails to return home after the year is up without a renewal then the Housing Authority will automatically regain possession of the Home.

c. MEDICAL: Length of time will be dependent upon the Doctor’s recommendation for hospitalization and/or therapy. The homebuyer must submit a doctor’s written statement of the recommendation.

7. Selection of the Sublessee:

Homebuyers are encouraged to consider the intent of the Mutual Help and Occupancy Program when selecting a Sub-lessee/Tenant. The selection must be income eligible and Native American.

- a. In the event that a homebuyer does not have a prospective sub-lessee, names from the waiting list will be provided at the request of the homebuyer.
- b. Ineligible subleases include leasing to private or public corporations as well as either

profit or non-profit organizations. Those who may not otherwise qualify for the homeownership program are not eligible.

8. Homebuyer’s Continued Occupancy Recertification Obligation:

- a. RECERTIFICATION: When the homebuyer enters into a Sublease Agreement, he/she will still be required to be recertified for continued occupancy on an annual basis as described in this policy.
- b. RENTAL INCOME: All of the rental revenue/income will be figured into the homebuyer’s annual income during the recertification period which may result in a change of the required monthly payments.

- 9. Security Deposits:

It is the responsibility of the Housing Authority to determine how much of a security deposit is required for the rental program. We suggest that the Landlord/Homebuyer obtain a copy of this State’s Landlord/Tenant Law and follow it closely.
- 10. Payments:

The homebuyer is responsible for the payments should the homebuyer fail to make the required monthly payment eviction procedures will be enforced against the homebuyer. The sub-lessee is not responsible for the monthly payment. However, if the sub-lessee resides in the home under eviction status then they will have to vacate the premises.

11. Application of Required Payment:

The homebuyer’s monthly payment will still be applied towards the homebuyer’s administrative charge and MEPA account, as before.

- 12. Expiration of Sublease Term:
 - a. After the expiration of the sublease term agreed upon with the homebuyer, no later than 10 calendar months after commencement of sublease term, the Executive Director will determine whether an exception under extreme emergencies should be made and subleasing of the unit by the homebuyer should continue.
 - b. If it is deemed proper to continue the sublease arrangement, the Executive Director will document and certify the basis of his/her decision to continue.
 - c. If the Executive Director or Board decides that the sublease arrangement should not continue, the homebuyer will be notified in writing of the housing authority’s decision in the matter and given the opportunity to re-occupy the unit as their principle place of residence.
 - d. If the family declines to re-occupy the home, the Mutual Help and Occupancy Agreement will be terminated. The housing authority will take possession of the unit, evaluate the condition of home and review the waiting list for eligible applicants.
- e. The homebuyer will ensure that there are no third party leases or assignments of the home executed during the duration of his/her absence.

13. Termination of the Homebuyer:

In the event the homebuyer fails to terminate the sublease due to the violation of any of the conditions which are the homebuyer’s obligation, and the housing authority has to enter in, the homebuyer may be considered to be in default of the MHO Agreement. The homeowner may be held liable to pay for all costs arising

out of such default, including but not limited to: legal fees, staff and office costs, maintenance, repairs and any outstanding payments or repair balances.

- a. The homebuyer will be responsible for all obligations and responsibilities as stated in the MHO Agreements, including routine and non-routine maintenance.
- b. Should the sub-lessee default in any of the above, it is the homebuyer’s sole responsibility to take immediate action necessary to correct the default or to terminate the agreement and evict the sub-lessee/tenant. It will also be the homebuyer’s responsibility to pay all fees to evict the sub-lessee and to repair any damage done to the unit.

14. Utilities:

It is the responsibility of the homebuyer to maintain all utility services whether or not the utility accounts are in the homebuyer’s name. At no time will the housing authority accept responsibility for utility expenses for the unit. If utilities are no longer in service to the unit the Housing Authority will consider the unit abandoned and take possession of the unit.

Section 20: SUCCESSION UPON DEATH OR MENTAL INCAPACITY

- 1. DEFINITION OF “EVENT”: “Event” means the death or mental incapacity of all persons who have executed a Mutual Help and Occupancy Agreement.
- 2. DESIGNATION OF A SUCCESSOR BY HOMEBUYER: The homebuyer must designate three successors, first choice, second choice, and third choice. Who at the time of the designation, is a member of the homebuyer’s immediate or extended family, but is not required to be an occupant of the unit. If the designation is made before the completion of the home, the successor must be a member of the homebuyer’s family and scheduled to be an occupant when the home is completed. The homebuyer may, at any time, change the designation by written notice to the Executive Director, and designate another successor who meets the qualifications of this section. The designated successor will be entitled to succeed only if, at the time of the event, he/she meets the conditions stated in paragraph #3 below.

(Note: Some early MHO Agreements allow for a successor to be assigned the unit in the event of abandonment. If such exists, the terms of the MHO Agreement will be honored but the successor must qualify for the unit and be willing to assume any outstanding balance owed and/or make necessary repairs/maintenance to the unit as identified by housing authority staff.)

3. SUCCESSION BY PERSON DESIGNATED BY HOMEBUYER: Upon occurrence of an event, the person designated as the successor will succeed to the homebuyer’s rights and responsibilities under the MHO Agreement if the designated successor meets the following conditions:

- a. The successor is willing and able to pay the administration charge, utility costs and maintenance expenses;
- b. The successor is willing and able to perform all other obligations of a homebuyer under the MHO Agreement.
- c. The successor can be a single person.
- 4. MINORS AS SUCCESSORS.
 - a. The designated guardian must be eligible.
 - b. If guardian is not eligible then must be replaced with another in 60 days.
 - c. Guardian is only a temporary occupant. He/she only possess a temporary position in the stewardship of the home.
 - d. Guardian signs documents as in the case of “power of attorney” capacity.
- 5. SURVING SPOUSE IS NON-TRIBAL MEMBER.
 - a. In the event the surviving spouse is a non-tribal member he/she may carry on with the MHOA.
 - b. In the event the surviving spouse is a non-Indian, he/she has five (5) years to pay off the unit.
 - c. If the home is not paid off the home will go to the successor

Section 21: PURCHASE PRICE, PURCHASE PRICE SCHEDULE AND TRANSFER OF OWNERSHIP

1. The Mutual Help Homeownership Program provides the family the opportunity to purchase the dwelling under the terms of the Mutual Help and Occupancy Agreement. The MHO Agreement is a lease with an option to purchase, under which the purchase price declines over the period of occupancy. A homebuyer may purchase the unit at any time during their occupancy by paying the balance of the price owed. Determination of the Purchase Price Schedule and the ways

for a homebuyer to attain ownership of a unit will be consistent with the CFR.

2. After move-in and total project cost per unit has been calculated then the staff will furnish each homebuyer with a statement of the initial purchase price of their home, and a purchase price schedule with interest to be determined by the housing authority. Thereafter, staff will provide an annual statement showing payments made, balances in MEPA, and the amount still owed.

3. The purchase price for a subsequent homebuyer will be based on the following; current appraised value, or set up the home for new terms as if it were a new developed unit. Each subsequent homebuyer will have the terms discussed with them prior to move-in so no misunderstandings will be interpreted. Each subsequent homebuyer will also be provided with their purchase price, and a purchase price schedule, under which the purchase price declines over the period of occupancy.

Their purchase price schedule also shows the declining purchase price over the term of the MHO Agreement, beginning with the first day of the month following the effective date of their MHO Agreement.

4. The MHO Agreement enables the family to achieve homeownership either after a full twenty-five year period or earlier when the amount in the homebuyer's equity (MEPA) meets the purchase price. If the homebuyer is able to obtain outside financing and pays off the balance owed, the housing authority will agree to release the homebuyer from the MHO Agreement and convey title to the unit. The homebuyer must also have satisfied current obligations under the MHO Agreement.

Section 22: INDEPENDANT LIVING CENTER RENTAL AGREEMENTS AND HOUSE RULES.

1. The residents shall follow the Rental Agreements and House Rules.

2. They shall abide by this policy to the extent it is covered by the rental property.

3. All HUD rules and regulations shall apply.

Section 23: DEFINITIONS

Tenant: A person who is renting a low rental unit.

Homebuyer: The member or members of a lower income family who have executed a homebuyer agreement with the housing authority and have not yet achieved homeownership.

Adjusted Income: Gross annual income less allowable deductions.

Administrative Charge: The amount budgeted per unit per month for operating expenses, exclusive of the cost of HUD approved expenditures for which operating subsidy is being approved received from such employment.

Dependent:

Disabled Person:

Displaced Person:

Elder Family:

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or full-time student.

A disabled person under a disability is defined in section 223 of the Social Security Act or in Section 102 of the Development Disabilities Services and Facilities Construction Amendments of 1970.

A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

A family whose head or spouse (or sole member) is an elderly disabled, or handicapped person. It may include two or more elderly, disabled, or handicapped persons living together, or one or more of these persons living with one or more live-in aides.

Elderly Person: A person who is at least 62 years of age.

Near-Elderly Person: A person who is at least 55 years of age.

Family: Includes, in addition to the definition in Section 2, an elderly family or a single person as defined in this part, the remaining members of a resident family, and a displaced person.

Full-time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Handicapped Person: A person having a physical or mental impairment that:

a. Is expected to be long, continued and of indefinite duration;

b. Substantially impedes the person's ability to live independently; and,

c. Is of such a nature that such ability could be improved by more suitable housing conditions.

Home: A dwelling unit covered by a Lease or Homebuyer agreement.

Live-in Aide: A person who resides with an elderly, disabled or handicapped person or persons and who: (a) is determined by the housing authority to be essential to the care and well-being of person(s); (b) is not obligated for support of the person(s); and, would not be living in the unit except to provide necessary supportive services.

Net Family Assets: Includes net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interest in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determined Annual Income. In determining net family assets, the housing authority shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application, as applicable, in excess of the consideration receives important consideration not measurable in dollars terms.

Single Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced or as the remaining member of a family. Indian/Alaska Native: Any person recognized as being an Indian/Alaska Native by a Tribe, the Federal Government or any state.

Essential Person: The housing authority will determine who is essential on a case by case basis, example; health, education, public safety, etc.

Other Definitions of terms used in these policies can be found in the Federal Regulations.

MEPA USE POLICY

Revised Sept. 1, 2011

1. PURPOSE

Although this policy outlines allowable uses of Monthly Equity Payment Accounts (MEPA) for families that qualify, it only gives direction for use of the MEPA to provide for betterments and additions. MEPA use for the purposes of maintenance repairs, although mentioned herein, is outlined in other policies of the Authority. Homebuyer must be current with all payments to the Housing Authority. MEPA funds can only be used once in a twelve-month period. A Payment Agreement must be executed to replenish the used MEPA.

2. BETTERMENTS & ADDITIONS

a. If the homebuyer/resident complies with their MHO Agreement and their account is current. The Housing Authority may allow the use of equity accounts for the homes betterments and additions.

b. These betterments and additions may include actual construction and/or equipment (i.e. furnaces, air conditioning, attic fans, etc.) and its installation. The homebuyer may not use equity funds for the purchase of luxury items or for the reduction of arrearages.

c. The homebuyer may perform such work on his/her home if they have successfully completed other related construction task. The homebuyer will be responsible for any mishaps, injury or other damages that may arise from performing this task while completing the job himself/herself.

3. DEFINITIONS

a. Betterment: Defined as an improvement whose useful life shall be at least ten (10) years and shall include any additions to the Home.

b. Addition: Defined as the act or process that increases or is likely to increase the square footage space for occu-

pancy.

c. Handicapped Access Conversion: Those items determined to be necessary for the improved living conditions of a family member who is classified by a doctor to be handicapped.

d. Luxury Items: Luxury item will be defined by the Housing Authority based upon the types of physical changes to be made to the living unit or property. Examples of luxury items will include, but not be limited to the following:

1. Swimming pool, Sauna, Whirlpool Baths and Hot Tubs
2. Barbecue Pits and Smokers
3. Balconies
4. Atriums, Decks
5. Garbage Disposal and Trash Compactors

EXCEPTION TO THESE ITEMS BEING IMPROVEMENT FOR THERAPEUTIC PURPOSES AS INDICATED BY A DOCTOR'S STATEMENT

4. OTHER USE

At the discretion of the Executive Director equity, account may be used for the correction of items that pose an immediate threat to the health or safety of the occupants or the neighborhood and to prevent further damage from occurring in the home. In addition, the IHA can make administrative charge reductions periodically (not more than once a year). The IHA is not required to gain the approval of the resident to expend funds for either of these purposes, and in all circumstances, this work will not be authorized until all other possible resources have been analyzed.

5. LIMITS

a. MEPA Availability: Account number 2171 for the resident minus the amount in the residents TARs account. If there is a -0- balance or a negative amount, "actual" MEPA account available for use is zero -0-.

The Housing Authority will not actually make a reduction to this account, this is simply the method used to determine what amount is available for use.

b. Minimum Account Balance: In order for a homebuyer to be allowed to request use of the equity funds, their account balance must be at least \$2000.00 or greater.

c. Maximum Amount Of Funds That May Be Used From An Equity

Account: A Homebuyer may use any amount of their equity funds available provided they maintain (leave) \$1000.00 in his/her equity account.

d. Minimum Request Amount: A homebuyer may not request use of equity funds on the home unless the amount to be used is at least \$100.00 or greater. The homebuyer will be allowed to make additional requests in the future for use of funds for the betterment and/or additions as long as there are sufficient equity funds in their account.

It will be understood that use of the equity funds will have a direct effect on the Payoff Balance of the Home. The "Equity Fund" balance will be decreased and the payoff balance will be increased by the equal amount. Also, a Payment Agreement must be executed to replenish the used MEPA.

6. REQUEST FOR USE OF FUNDS BY THE RESIDENT

a. Mutual Help homebuyer may make a request to the Housing Authority for permission to use the Equity Funds (MEPA) for the betterments and additions to the Mutual Help Unit. The Housing Authority will require that the homebuyer submit an application form "Request for Use of MEPA funds." The Housing Authority will provide the homebuyer with the following:

1. Application form for the "Request for use of MEPA funds."
2. Homebuyers' summary of the Homebuyer Equity Account with amount of funds available.
3. The Housing Authority form of "Statement of Compliance."
4. Counseling Statement signed by the Housing Authority and Homebuyer.
5. "Statement of Counseling" complete and all correct data applied.

7. PROCEDURES

When an application is made by the homebuyer to use the equity funds for Betterment and/or Additions, the MEPA funds availability will be determined by the counselor then reviewed and approved by the Executive Director. A Payment Agreement must be executed to replenish the used MEPA.

Counselor will

1. Conduct an on-site visit with the

homebuyer and make written observation of the visit.

1. Counsel the homebuyer on MEPA fund usage and payoff balance.

2. Counsel the homebuyer on need/request/justification.

3. Counsel the homebuyer on other options or alternatives for the use of equity funds.

4. Seek to identify any areas of service need or health or safety hazards that need to be corrected first.

5. Prepare notes and written opinions relating to the request for use of equity funds.

6. Prepare MEPA request assessment for review by the Executive Director.

7. Meet with the Executive Director for determination to approve or disapprove the homebuyer request.

8. Conduct follow-up meeting with the homebuyer for disclosure of the Housing Authority's determination and any special requirements the Housing Authority may request of the homebuyer.

9. Disclosure of the determination shall be made in writing and placed in the homebuyer's file.

10. Discuss present and future maintenance of the home is the responsibility of the homebuyer.

11. Conduct all activities required by the Procurement Policy for soliciting the work.

12. Conduct a meeting with the homebuyer and contractor to discuss plans, conduct on-site inspections of work including final inspection with written inspection reports placed in the homebuyer's file.

13. Maintain records and place in homebuyer's file, equity fund payments for the betterment and/or additions.

14. All payments for equipment, materials and labor shall be made by the homebuyer, (if applicable) upon receipt of request for payment invoice from the homebuyer stating acceptance of the work, receipt of lien waivers from the contractor and acceptance of the work by the Housing Authority after final inspection.

15. A Payment Agreement must be executed to replenish the used MEPA.

8. DENYING A REQUEST FOR USE OF FUNDS

Denial of the Homebuyer's request shall be in writing stating the reasons for the Housing Authority's determination. The Homebuyer shall have the option to appeal the determination through the Grievance Procedure.

9. APPROVING A REQUEST FOR USE OF EQUITY FUNDS

a. After the Counselor has assisted the Homebuyer with development of the plan for use of the funds and all appropriate documents, including a Payment Agreement, have been completed, the Executive Director will review and make his/her determination.

b. The Counselor will assist in bid development and a budget will be prepared and submitted to the Housing Authority for approval by the Executive Director.

Items to be submitted may include, but not be limited to:

1. Plans and Specifications
2. Itemized Cost Breakdown
3. Proposed time period for completion
4. Proposed Contractors Name, Address and telephone number.
5. Payment Agreement

10. HOMEBUYER RENOVATING AND REPAIRING THEIR OWN HOME.

a. Homebuyer can do their own renovations and repairs. This work will have a schedule and be monitored for completion by the Housing Authority inspectors.

11. RETURNING SUPPLIES AND MERCHANDISE.

a. Homebuyer is responsible for returning any materials or lawn equipment that may have a defect or not properly working. This includes and exchanges or returns.

12. GOVERNING CODES, LAWS AND REGULATIONS

All approved Betterment and/or Additions for Housing Authority Mutual Help Homes shall be in conformance with all Governing Codes, Laws and Regulations of the City, State and Federal Governments.

Project _____
Unit Number: _____

Spouse Signature

Date

Executive Director _____ Date _____

1. that the resident is capable and committed to fulfilling all obligations of their Mutual Help and Oc-

cupancy Agreement.

2. To be allowed to maintain occupancy, each Homebuyer in arrears is required to set up a Payback Agreement acceptable to the Executive Director, or his/her designate. Failure to make payments as agreed in the Payback Agreement may result in the automatic termination of the Mutual Help and Occupancy Agreement.

3. If a Payback Agreement is executed, the resident shall acknowledge they are in breach of their MHO A and can be removed from the unit upon written notification from the Housing Authority.

4. All Payback Agreements shall be notarized and a copy sent to the Homebuyer.

5. After initial Agreement, only one more Agreement will be allowed.

I. ACTIONS UPON FAILURE TO KEEP PAYBACK/CHARGEBACK AGREEMENTS

1. All agreements shall be at least equal to the amount of the required monthly payment and the amount agreed upon to reduce the delinquency of amount owed (arrears). If the homebuyer fails to keep the payback/chargeback agreement as outlined, the entire payment shall be due and payable in a lump sum.

No partial payments will be accepted without board approval.

2. Should a Homebuyer breach the agreement, the account will be immediately turned over to the Housing Authority Attorney for legal action to collect the full amount and gain possession of the premises. The Housing Authority can also regain possession of the unit by written certified notification to vacate the premises. Should the homebuyer not voluntarily surrender possession, and legal action is required, the Housing Authority will accept no payback/chargeback agreement or partial payment.

3. Employees and commissioners of the Housing Authority shall not be empowered to accept partial payments of the payback agreements or otherwise deviate from this policy.

J. EXTENSIONS, DELAYS, OR SUSPENSIONS OF PAYBACK OR CHARGEBACK AGREEMENTS

1. As stated previously in this policy, staff and individual commissioners will not be empowered to delay, suspend or extend payback or chargeback agreements. The Board of Commissioners may, provided the homebuyer has been current in previous payback or chargeback agreements and has maintained his/her integrity likewise with the current payback or chargeback agreement, delay, extend or temporarily suspend payback and/or chargeback agreements under the following conditions:

a. Complete loss of income to all family members, which make total payment under existing agreement unrealistic for the family. Loss of income must be verified by written documentation for the file.

b. Severe illness or death in the immediate family which creates undue hardship.

2. Should a homebuyer have either of the above situations they must immediately notify the Executive Director. Proof of the situation must be given to the Executive Director to avoid legal action. The Executive Director must make notification to the Board of Commissioners for their monthly report.

Request for delay, suspension or extension must be made prior to missing the date and amounts specified under the original payback agreement. Suspensions in the payback/chargeback agreement must not exceed thirty (30) days. Delays must not exceed thirty (30) days. Extensions may include the reduction of the amount of that portion of the payment applied to the delinquent amount until family financial situations improve.

2. Under no circumstances, shall an extension, delay or suspension of payback/chargeback agreements be made for reasons other than the two set forth above.

3. The Housing Authority in instances of hardships due to health or welfare of the family may authorize a reduction in the amount of the agreed monthly repayment. Adequate documentation is required. Family must submit request in writing to the Executive Director. The family must have been current with all agreements in order to qualify.

K. DELINQUENT ACCOUNTS

1. Delinquency Notice

a. If the required payment is not received by close of business on the 5th day of the month, Housing Authority staff will issue a Delinquency Notice on the next business day, by mail or contact note from counselor, reminding residents of:

i. Their obligation to make required payments on the first of the month;

ii. That prompt payment is a requirement for continued occupancy; and,

iii. That if not paid in 30 days, a 30-Day Pay or Vacate Notice will be sent and any court costs incurred in enforcing such actions will be added to their debt balance. Housing Authority staff will follow-up the letter with a visit with financial counseling through a phone call or home visit.

2. Expiration of 30 day Notice

a. Upon expiration of the thirty (30) day period, if the homebuyer has failed to make the full required payment, or to cure the breach of the MHOA, the following shall occur:

i. The TDHE shall send by written notification a certified letter notifying the resident to vacate by 30 days due to breach of contract. If the resident is still living on the premises after 30 days they shall be taken to court for forcible eviction. The TDHE shall file a Complaint for Forcible Entry and Detainer with the court, commencing legal action. A Summons will be hand delivered to the resident by the TDHE representative or a law officer, which requires the resident to file an Appearance in court.

ii. The case will be brought before a judge and a decision will be rendered. If the court rules in favor of the TDHE, a Judgment is awarded demanding payment and/or eviction of the resident by a specific date.

iii. Forcible eviction will occur if the resident does not vacate the premises.

3. Termination Notice

a. If an informal resolution/payback agreement is not being actively followed and the required payment is not received, a Termination Notice will be immediately sent by certified mail, return receipt requested, to the resident’s mailing address including the following:

i. A demand Notice to Pay in full within (30) days or vacate the Unit.

ii. Statement that prompt payment is a requirement for continued occupancy.

iii. A statement that the Homebuyer has 30 days to make their full payment and unless a payback agreement has been signed by the Executive Director, their Mutual Help and Occupancy Agreement will be automatically terminated, an Eviction Notice will be issued to vacate the unit. If the Homebuyer has to be forcibly removed then papers will be filed in court to obtain a determination of Unlawful Detainer and an Order of Restitution to the Housing Authority.

b. A statement that if the resident has had some unforeseen or unusual problems in making the payments, the resident must contact the Executive Director immediately to determine if the circumstances warrant special payment arrangements. Also, that if it determined that the circumstances do not warrant special payment arrangements, the account must be paid in full to avoid eviction.

c. The Termination Notice will be followed up by an immediate visit or phone call to the homebuyer to attempt counseling. If the registered return receipt is not returned, Housing Authority staff will deliver the Delinquency Notice in person, attempting to provide counseling at the time of delivery.

5. Eviction Notice

a. If the resident’s account is not paid in full by close of business on the date specified in the Termination Notice, and an informal resolution/payback agreement is not being actively negotiated, the Housing Authority will immediately issue an Eviction Notice and request the court to issue a determination of unlawful detainer. The notice will state the date that the Mutual Help and Occupancy Agreement was automatically terminated, that they are now illegally occupying the unit and that a formal administrative hearing has been filed in court.

b. The Eviction Notice will be served by:

i. Delivering the notice personally to the Homebuyer at their residence or at a public place; or,

ii. Sent by certified mail, return receipt requested, to the resident’s mailing

address,

iii. The residence will have only 10 days after receipt of the Eviction Notice to comply with all terms of their Lease or Mutual Help and Occupancy Agreement or voluntarily move out.

6. Grievance Procedure

a. A Grievance in writing should be submitted to the Executive Director within 15 days from date of termination letter, explaining why the termination action should not proceed or have proceeded.

b. The Executive Director shall send this request to the Board of Commissioners for further action. This will normally be addressed at the next regularly schedule monthly board meeting.

c. The Grievance will follow the outline as written in the Grievance Policy.

L. ACCEPTABLE REPAYMENT ARRANGEMENTS PRIOR TO EVICTION/COURT ACTION.

The resident can repay all amounts owed (including all fees and costs incurred in this process) at any time prior to the first court date. By doing so, the resident will automatically reinstate their Mutual Help and Occupancy Agreement.

M. LEAVING WITH A DELINQUENCY

1. Residents with terminated Mutual Help and Occupancy Agreements that have debt balances (including fees) will be processed through court proceedings for small claims if a Payback Agreement with the ex-resident cannot be executed or successfully followed.

2. Residents with terminated Mutual Help and Occupancy Agreements that have debt balances with the Housing Authority will not receive future housing assistance from the Cheyenne-Arapaho Housing Authority.

N. COSTS OF DEBT COLLECTION

Housing Authority staff will charge all costs incurred in the collection of debts to the resident through the Homebuyer’s account.

O. CHARGES TO RESIDENTS (DAMAGE AND REPAIR) UNIT.

Upon vacating the unit, the ex-residents will be responsible for the costs of all

1. necessary repairs to replace the unit in satisfactory condition for the next resident.

2. Upon failure of a homebuyer to fulfill their maintenance obligations, staff will perform the required maintenance and charge the Homebuyer’s account accordingly. Any MEPA funds will be used to repair the unit and pay the outstanding arrears.

P. VACANCY WITHOUT NOTICE

1. If a resident vacates the unit without notice the MHO A will be considered void as of the day Housing Authority staff discover the abandonment. If homebuyer has no utilities at the residence for 90 days the Housing Authority will consider the home abandoned. The Housing Authority will retake possession and immediately inspect the unit to determine if repairs are necessary.

2. If repairs are necessary, the ex-resident will be responsible for all costs of those repairs. A copy of the charges will be forwarded to the last known address of the ex-resident.

3. If the ex-resident does not make adequate payment arrangements, the Housing Authority will file small claims court action against the ex-resident to collect any amount owed.

Q. OTHER BREACH OF THE MUTUAL HELP AND OCCUPANCY AGREEMENT

1. The Housing Authority may terminate the agreement for serious or repeated violation of the terms or conditions of the agreement or for the good cause; and Examples of violations may include, but are not limited to the following:

a. Failing to maintain the home in decent, safe and sanitary condition. Regardless of the cause of the defect.

b. Disturbing your neighbor’s peaceful enjoyment of his or her own property.

c. Destroying, defacing or otherwise damaging the property or failing to correct damages the guilty party shall be evicted from unit, or destroying or damaging the neighbor’s property.

d. The Homebuyer, or any member of their household, or a guest or other person under the resident’s control shall not engage in felony criminal activity, including drug related criminal activity, on or near the premises, while the resident resides in the Housing Authority owned or controlled property, and such convictions relative to criminal activity shall be cause for termination of tenancy. For purpose of this paragraph, the term “drug related activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, or controlled substance (as defined in section 102 of the Controlled Substance Act) (21 U.S. C. 802).

e. The failure to keep and maintain your yard, mowing, trimming and disposing of trash and brush (limbs).

f. Any other violations as specified in the MHOA.

g. Failing to complete a recertification will be grounds for eviction.

R. COURT ACTION TO COLLECT AMOUNTS OWED

1. If the certified letter to vacate the unit didn’t remedy the situation then removing the homebuyer through court will be necessary.

2. Housing Authority staff will refer cases in which all of the aforementioned efforts have failed to result in payment or agreement to the Housing Authority’s attorney along with a copy of the complete file, including documentation of all attempts to contact resident.

3. The Housing Authority’s attorney will follow the steps necessary to obtain an appropriate complaint. Once the file has been forwarded to the Attorney and the case is filed in the proper

1. jurisdiction, the Housing Authority and the Board of Commissioners will not be able to interrupt proceedings. However, prior to initiating proceedings, the Housing Authority will do everything within Federal Regulations, Law, and Policy to assist the family with working in a cooperative effort to collect the delinquent account and/or correct the deficiencies in maintenance that are posing a threat and allow the family to remain in the home.

S. AUTOMATIC PAYMENTS/PAYMENTS IN ADVANCE

The Housing Authority will accept automatic payments on behalf of residents. Payments in advance will be accepted and credited to the residents’ accounts.

T. DEFINITIONS:

(1) Mutual Help and Occupancy Agreement: A legal binding contract entered into between the Housing Authority and a homebuyer for the purpose of attaining ownership of a home. This contract states the rights and obligations of the homebuyer and the Housing Authority, rules of occupancy, and establishes the time for payments for the home.

(2) Supplemental Agreement: Any agreement entered into subsequent to the MHOA; such as a Chargeback Agreement, Payback Agreement or MEPA Use Agreement, etc.

(3) Monthly Payment: The amount of house payment required of a homebuyer, based on established deductions and computed in accordance with procedures approved in the current Federal Housing Regulations.

(4) Collection and Eviction Policy: A statement of the manner in which house payments and all charges to homebuyers will be collected by the Housing Authority. This policy is adopted by the Board of Commissioners. The staff of the Housing Authority or the Board of Commissioners, individually, or as a Board, shall not be empowered to alter or deviate from this policy without first revising the policy to allow for the change.

(5) Termination Notice: A notice of termination of the MHO A, delivered or mailed to a Resident/Homebuyer. If mailed, this notice shall be sent Certified Mail - Returned Receipt Requested. If hand delivered, the notice shall be handed to an adult member of the family. The notice shall contain the time to surrender possession of the property and shall state the default of the MHO A and/or any supplemental agreement signed by the resident/homebuyer.

(6) Payback Agreement: The agreement entered into between the Homebuyer and Housing Authority.

This agreement shall also be a legally binding document and it shall be offered to those residents who have delinquent

house payments at least once prior to issuing the notice of termination. The agreement must state the amount of the payment due, plus the amount on the arrearage, considered, by the individuals involved and the shortest amount of time possible, the delinquent account and maintain making the monthly required payments as well. Agreements shall be monitored closely by the Housing Au-

thority staff and may be reviewed by the Board of Commissioners.

(7) Chargeback Agreement: This agreement entered into between the Homebuyer and the Housing Authority, may be considered necessary to complete work on the home, that is required to maintain the unit in decent, safe and sanitary conditions. This work will be completed by skilled workers in that

field or in some instances by the Housing Authority staff. This consideration must be approved by the Executive Director on a case by case basis, only in instances where all other sources, Development, Insurance, MEPA,etc., have been exhausted.

(8) Counseling Provided to Residents with Delinquent Accounts: The Housing Authority will monitor all ac-

counts at least monthly prior to issuing certified notices of termination and will attempt to provide counseling to residents whose accounts are delinquent.

EVICTIION CHART

1st	5th	10th	20th	30th	60th	90th
Payment	Delinquent	Termination	Eviction	Eviction Notice		
Due	1st Notice (reminder)	2nd Notice	3rd Notice	Final Notice		Notification sent file to attorney
1) Due on first	1) Prompt payment in full required/reminder if late payment	1)Prompt payment required	1) 5 days to contact office or file will be sent to attorney's office or letter to vacate will be issues and make payment arrangements	1) Final notice have 30 days to pay in full or vacate unit.		Prepare for court
	2)Contact office in 5 days to avoid legal action	2) Counseling Call/Pay or Payback Agreement	2) Counselor makes home visit. Discuss payment agreement or problems why didn't pay.	2) Counselor makes final visit to make payment arrangements.	Certified letter to vacate in 30 days.	

DEPARTMENT OF HOUSING PHONE DIRECTORY	
580/323-2401	Orville Whiteskunk, Executive Director
580/323-2404	Sandra Ramos, Deputy Director
580/323-2416	Teisha Tallbear, Occupancy Specialist
580/323-2400	Shelly Whiteskunk, Secretary
580/323-2417	Karla Iron, Resident Service Coord.
580/323-2403	Gordon Washee, HIP/Force Acct. Asst.
580/323-2410	Daniel Tall Bear, Stimulus/HIP Coord.
580/323-2409	Crystal Wilson, Environmental Coord.
580/323-2407	Danny Blackhorse, Inspector
580/323-2426	William Burns, Inspector/Counselor
580/323-2414	Valerie Hawk, Counselor
580/323-2420	Damon Dunbar, Development Spec.
580/323-2422	Hannah Prairie Chief, Accts Payable
580/323-2418	Rachael Heap of Birds, Accts Payable
580/323-2408	Ervin Bull, Inspector
580/323-2407	Daniel Blackhorse, Inspector
580/323-2455	Kent Stonecalf, ILC Supervisor
580/323-2455	Erica Scherdin, ILC Receptionist

ATTENTION
TRIBAL
MEMBERS:

Please send all Hous-
ing Authority mail to
our new address:

Cheyenne and
Arapaho Tribes
Housing Authority
P.O. Box 1357
Clinton, Ok 73601